

Solicitation DG12006

Automated Paratransit Software for Cache Employment Training Center (CETC)

State of Utah



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Bid DG12006

Automated Paratransit Software for Cache Employment Training Center (CETC)

Bid Number **DG12006**
Bid Title **Automated Paratransit Software for Cache Employment Training Center (CETC)**

Bid Start Date **Jan 25, 2012 9:53:33 AM MST**
Bid End Date **Feb 3, 2012 3:00:00 PM MST**
Question & Answer End Date **Jan 30, 2012 5:00:00 PM MST**

Bid Contact **Debbie Gundersen**
801-538-3150
dgundersen@utah.gov

Contract Duration **One Time Purchase**
Contract Renewal **Not Applicable**
Prices Good for **Not Applicable**

Bid Comments **All questions are to be submitted electronically through BidSync. Answers will be posted in the same manner.**
The preferred method to submit this bid is electronically through BidSync.
Make sure you include all required documents and paperwork as part of the bid submittal. You can upload your documents as seperate attachments.

Item Response Form

Item **DG12006-01-01 - Automated Paratransit Software for Cache Employment Training Center (CETC)**
Quantity **1 lot**
Unit Price
Delivery Location **State of Utah**
No Location Specified

Qty 1

Description

Automated Paratransit Software for Cache Employment Training Center (CETC) per attached specifications.



State of Utah Invitation for Bid

Legal Company Name (include d/b/a if applicable) 		Federal Tax Identification Number	State of Utah Sales Tax ID Number
Ordering Address 		City 	State
		Zip Code 	
Remittance Address (if different from ordering address) 		City 	State
		Zip Code 	
Type ☐ Corporation ☐ Partnership ☐ ☐ Government Proprietorship		Company Contact Person 	
Telephone Number (include Area Code) 	Fax Number (include area code) 	Email Address 	
Discount Terms(for bid purposes, bid discounts less than 30 days will not be considered)		Days Required for Delivery After Receipt of Order (see attached for any required minimums)	
Brand/Trade Name 		Price Guarantee Period (see attached specifications for any required minimums) 	
Minimum Order 		Company's Internet Web Address 	
The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes ☐ No ☐ . If no, enter where produced, etc. 			

Offeror=s Authorized Representatives=s Signature 	Date
Type or Print Name 	Position or Title

NOTICE

When submitting a response (proposal, quote or bid) electronically through BidSync, it is the sole responsibility of the supplier to ensure that the response is received by BidSync prior to the closing date and time. Each of the following steps in BidSync MUST be completed in order to place an offer:

- A. Login to www.bidsync.com;
- B. Locate the bid (solicitation) to which you are responding;
 - a. Click the "Search" tab on the top left of the page;
 - b. Enter keyword or bid (solicitation) number and click "Search";
- C. Click on the "Bid title/description" to open the Bid (solicitation) Information Page;
- D. "View and Accept" all documents in the document section;
- E. Select "Place Offer" found at the bottom of the page;
- F. Enter your pricing, notes, other required information and upload attachments to this page;
- G. Click "Submit" at the bottom of the page;
- H. Review Offer(s); and
- I. Enter your password and click "Confirm".

Note that the final step in submitting a response involves the supplier's acknowledgement that the information and documents entered into the BidSync system are accurate and represent the supplier's actual proposal, quote or bid. This acknowledgement is registered in BidSync when the supplier clicks "Confirm". BidSync will post a notice that the offer has been received. This notice from BidSync MUST be recorded prior to the closing date and time or the response will be considered late and will not be accepted.

Be aware that entering information and uploading documents into BidSync may take considerable time. Please allow sufficient time to complete the online forms and upload documents. Suppliers should not wait until the last minute to submit a response. It is recommended that suppliers submit responses a minimum of 24 hours prior to the closing deadline. The deadline for submitting information and documents will end at the closing time indicated in the solicitation. All information and documents must be fully entered, uploaded, acknowledged (Confirm) and recorded into BidSync before the closing time or the system will stop the process and the response will be considered late and will not be accepted.

Responses submitted in BidSync are completely secure. No one (including state purchasing staff) can see responses until after the deadline. Suppliers may modify or change their response at any time prior to the closing deadline. However, all modifications or changes must be completed and acknowledged (Confirm) in the BidSync system prior to the deadline. BidSync will post a notice that the modification/change (new offer) has been received. This notice from BidSync MUST be recorded prior to the closing date and time or the response will be considered late and will not be accepted.

Utah Code 46-4-402(2) Unless otherwise agreed between a sender (supplier) and the recipient (State Purchasing), an electronic record is received when: (a) it enters an information processing system that the recipient has designated or uses for the purpose of receiving electronic records or information of the type sent and from which the recipient is able to retrieve the electronic record; and (b) it is in a form capable of being processed by that system.

INVITATION FOR BID - INSTRUCTIONS AND GENERAL PROVISIONS

1. SUBMITTING THE BID: (a) The Utah Division of Purchasing and General Services (DIVISION) prefers that bids be submitted electronically. Electronic bids may be submitted through a secure mailbox at BidSync (formerly RFP Depot, LLC) www.bidsync.com until the date and time as indicated in this document. It is the sole responsibility of the supplier to ensure their bid reaches BidSync before the closing date and time. There is no cost to the supplier to submit Utah's electronic bids via BidSync. (b) Electronic bids may require the uploading of electronic attachments. The submission of attachments containing embedded documents is prohibited. All documents should be attached as separate files. (c) If the supplier chooses to submit the bid directly to the DIVISION in writing: The bid must be signed in ink, sealed in a properly addressed envelope, and delivered to the Division of Purchasing, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061 by the "Due Date and Time." The "Bid Number" and "Due Date" must appear on the outside of the envelope. All prices and notations must be in ink or typewritten. Each item must be priced separately. Unit price shall be shown and a total price shall be entered for each item bid. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing bid. Unit price will govern, if there is an error in the extension. Written bids will be considered only if it is submitted on the forms provided by the DIVISION. (d) Bids, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section R33-3-109. (e) Facsimile transmission of bids to DIVISION will not be considered.

2. BID PREPARATION: (a) Delivery time is critical and must be adhered to as specified. (b) Wherever in this document an item is defined by using a trade name of a manufacturer and/or model number, it is intended that the words, "or equivalent" apply. "Or equivalent" means any other brand that is equal in use, quality, economy and performance to the brand listed as determined by the DIVISION. If the supplier lists a trade name and/or catalog number in the bid, the DIVISION will assume the item meets the specifications unless the bid clearly states it is an alternate, and describes specifically how it differs from the item specified. All bids must include complete manufacturer's descriptive literature if quoting an equivalent product. All products are to be of new, unused condition, unless otherwise requested in this solicitation. (c) By submitting the bid the supplier certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices quoted are correct. (d) This bid may not be withdrawn for a period of 60 days from bid due date.

3. FREIGHT COST: (a) Where "Freight Cost" is listed as a separate line item, suppliers are to provide product line item pricing FOB Origin Less Freight. On the line item for "Freight Cost" suppliers are to indicate the total freight cost FOB Destination Freight Prepaid, and complete the "Freight Information" document. The DIVISION will analyze freight charges separately from the item cost and determine how the shipment will be routed (either by the supplier, or by the State's carrier). (b) Where there is not a line item for "Freight Cost", suppliers are to provide line item pricing FOB Destination Freight Prepaid. Unless otherwise indicated on the contract/purchase order, shipping terms will be FOB Destination Freight Prepaid.

4. SOLICITATION AMENDMENTS: All changes to this solicitation will be made through written addendum only. Answers to questions submitted through BidSync shall be considered addenda to the solicitation documents. Bidders are cautioned not to consider verbal modifications.

5. PROTECTED INFORMATION: Suppliers are required to mark any specific information contained in their bid which they are claiming as protected and not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for non-disclosure must be made by completing the "Confidentiality Claim Form" located at: <http://www.purchasing.utah.gov/contract/documents/confidentialityclaimform.doc> with a specific justification explaining why the information is to be protected. Pricing and service elements of any bid will not be considered proprietary. All material becomes the property of the DIVISION and may be returned only at the DIVISION's option. Bids submitted may to be reviewed and evaluated by any persons at the discretion of the DIVISION.

6. SAMPLES: Samples of item(s) specified in this bid, when required by DIVISION, must to be furnished free of charge to DIVISION. Any item not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the bidder's expense.

7. AWARD OF CONTRACT: (a) The contract will to be awarded with reasonable promptness, by written notice, to the lowest responsible bidder that meets the specifications. Consideration will to be given to the quality of the product(s) to be supplied, conformity to the specifications, the purpose for which required, delivery time required, discount terms and other criteria set forth in this invitation for bid. (b) The bids are opened publicly.

The name of each bidder and the amount of the bid is recorded. Each bid, and the record, is open to public inspection. (c) The DIVISION may accept any item or group of items, or overall low bid. The DIVISION has the right to cancel this invitation for bid at any time prior to the award of contract. (d) The DIVISION can reject any or all bids, and it can waive any informality, or technicality in any bid received, if the DIVISION believes it would serve the best interest of the State. (e) Before, or after, the award of a contract the DIVISION has the right to inspect the bidder's premises and all business records to determine the holder's ability to meet contract requirements. (f) DIVISION does not guarantee to make any purchase under awarded contract(s). Estimated quantities are for bidding purposes only, and not to be interpreted as a guarantee to purchase any amount. (g) Utah has a reciprocal preference law which will to be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63G-6-404 and 63G-6-405, Utah Code Annotated. (h) Bid tabulations and awards are posted <http://purchasing.utah.gov/vendor/bidtab.html> (i) Multiple contracts may be awarded if the DIVISION determines it would be in its best interest.

8. DIVISION APPROVAL: Purchase orders placed, or contracts written, with the State of Utah, as a result of this bid, will not be legally binding without the written approval of the director of the DIVISION.

9. DEBARMENT: The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the DIVISION.

10. ENERGY CONSERVATION AND RECYCLED PRODUCTS: The contractor is encouraged to offer Energy Star certified products or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. The State of Utah also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this solicitation.

11. GOVERNING LAWS AND REGULATIONS: All State purchases are subject to the Utah Procurement Code, Title 63 Chapter 56 U.C.A. 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board. These are available on the Internet at www.purchasing.utah.gov.

12. SALES TAX ID NUMBER: Utah Code Annotated (UCA) 59-12-106 requires anyone filing a bid with the state for the sale of tangible personal property or any other taxable transaction under UCA 59-12-103(1) to include their Utah sales tax license number with their bid. For information regarding a Utah sales tax license see the Utah State Tax Commission's website at www.tax.utah.gov/sales. The Tax Commission is located at 210 North 1950 West, Salt Lake City, UT 84134, and can be reached by phone at (801) 297-2200.

(Revision Date: 3 Nov. 2009 - IFB Instructions)

SCOPE OF WORK FOR AUTOMATED PARATRANSIT SOFTWARE FOR CETC IFB # DG12006

Project Objectives/ Purpose of the Project

The technologies shall assist Cache Employment Training Center (CETC) in a variety of functions including, but not limited to:

- o Data collection, reporting and record keeping – reducing staff time and generating required reports
- o Assisting staff to improve their performance – greater staff efficiency
- o Greater customer service convenience – rapid reservation process
- o Enhanced scheduling and routing including GIS-based scheduling and routing to improve efficiencies
- o Assist the dispatcher in making decisions
- o Vehicle Tracking – including reporting and record keeping
- o Point-to-point driver directions (turn by turn)
- o Utilize program from multiple dispatch locations utilizing the same database via networking or preferably by web base application.

Right of Refusal

CETC reserves the right to reject any or all proposals.

SCOPE OF WORK

The following principles guide this procurement. These principles are seen throughout the bid and must be addressed by the proposing offerors. These principles are as follows:

- **Proven Technology, Products and Services** – CETC is interested in purchasing proven technologies and contracting with companies with excellent track records.
- **Coordination** – The successful party must demonstrate that the proposed paratransit equipment and software will be compatible with the Cache Valley Regional ITS Architecture which can be found at http://www.cachempo.org/reports_maps.html
- **Turnkey system** – CETC is interested in purchasing technologies (as needed), and the related services that shall ensure a fully functioning set of technologies meeting the required specifications. The contractor shall be responsible for all aspects of the installation including the actions of all subcontractors.
- **Support of Products** – CETC considers support of the product to be as important as the product itself. The contractor shall be held to a high standard as is specified in this bid.
- **Performance/Functional Specifications** – This scope of services allows for flexibility in developing a proposal as long as any changes in approach to meeting the specifications in this bid are explained in detail.

Work to be Performed by Contractor

The contractor shall provide turnkey implementation for CETC. The contractor shall do the following:

1. Supply all of the software
2. Supply the Mobile Data Computer and data plan (may also propose alternate method of acquisition that would result in a cost savings).
3. Provide data import of CETC's transportation information.
4. Conduct detailed training of all CETC's staff.
5. Provide manuals/training guides for CETC staff persons.
6. Ensure successful implementation as required in this bid within the required timeframe.
7. Provide on-going support/cooperation with CETC.

Functional Specifications

Respond to all aspects of the specifications that follow. Include a copy of the offeror's software and hardware licenses for the prime subcontractor for the software, and data entry device.

Provide copies of sample screens and enough documentation to demonstrate your capabilities to perform this work. Any deviations from the specification or exceptions must be clearly noted in the proposal. CETC shall entertain other options and recommendations if they can improve upon the current requirements.

Functional Specifications – Paratransit software

The software must be able to meet the specifications described below. The text describes the required software system functions. Each function must be fully integrated into CETC to allow for maximum flexibility. CETC requires a product that is based in the Windows format. The contractor must keep up with the latest appropriate version of Windows.

The following functional specifications are those required by CETC. Each contractor must specifically address their capability to meet each of these specifications. To support this, submit hard copies of each screen used by staff for each of the six functions.

Passenger Registration

Purpose: To have information necessary to provide effective transportation for qualified passengers, to enhance and speed up the reservations, dispatch, and scheduling function, and to assist in program administration, record keeping, and agency billing. This shall include passengers from a variety of agency sources. Each passenger shall be registered in the database.

Data to be processed:

- o Identification number
- o Name (last, first, middle initial)

- o Home address (street, city, state, zip code, and county)
- o Home telephone number
- o Parents/Caregivers Names
- o Parents/Caregivers Phone Numbers
- o Language preference (English, Spanish, Braille, etc)
- o Emergency contact (name, address, telephone)
- o Disability code/physical need for transit purposes (including need for an attendant/aide or children)
- o Health Information
- o Agency, doctor or employer (name, address, city, state, zip code, phone number)
- o Passenger trip history
- o Directions to pick up address
- o Ability to add other fields

Functions:

- o System features real-time automated capabilities that include CETC registration,
- o automatic geocoding, mapping, interactive and batch trip scheduling, brokering for multiple carriers (future), and dispatching.
- o As individual program applications are approved information (such as that listed above) is input into the database.
- o When data updates are required, new information is input as appropriate
- o As applications require (mailing lists, emergency contacts, and telephone numbers), clerk produces printouts of data,
- o Use of this information for reservations, scheduling, and dispatch needs,
- o Generate various passengers reports, Van/Driver Reports, Management Information / CETC Billing,
- o Immediately schedule trips. This shall include information for individual or groups of passengers such as frequent destinations and recent trip history.

Reservations/Scheduling in Real Time

Reservations: To record and schedule passenger trip requests so that a) minimum inconvenience is experienced by passengers, b) data related to such requests can be easily accessed by staff, and c) staff can rapidly and accurately schedule trips. Please note, this component shall be integrated with the scheduling function. The trip shall be able to be scheduled on an actual vehicle run during the reservations process (on-line). Reservations must be able to be made from multiple computers at more than one site.

Automated Scheduling: To schedule trip request orders so that CETC can offer maximum flexibility and minimum inconvenience to passengers while concurrently optimizing the efficiency of operations. Note that this component shall be accomplished in two parts. The first part discussed above includes the on-line scheduling component. The second shall be batch-scheduling capabilities for the scheduler. The scheduler must be able to optimize the schedule multiple times up to and including the day of service. The automated software system must be flexible, allowing dispatch staff to adjust service parameters, including but not limited to: productivity, average speed, and dwell time.

Data to be processed:**Demand-Response and Subscription**

- o Passenger name,
- o ID Number,
- o Disability code,
- o Vehicle code,
- o Date of trip request,
- o Number of attendants or escorts,
- o Scheduled date (s) of service,
- o Pick-up location and zone (coded)
- o Pick-up location: business name, street address and zone (coded),
- o Requested pick-up/arrival time,
- o Required arrival time at destination,
- o Specifics/comments, the same information for the return trip including will calls (if applicable),
- o Service types,
- o Frequent destinations,
- o Trip type (medical, shopping, recreations, social, etc.)
- o Capable of scheduling multiple destinations i.e. from point A to B to C
- o Ability to add additional fields

Output:

- o Reservations/dispatch staff takes trip request orders and input the trip data into the computer. Most of the trip data (origin, address, directions, billing code, disability status and comments) shall be automatically entered to reduce the number of keystrokes required to schedule a trip. Average time to book and schedule a trip shall be under four minutes.
- o For demand-response service, the software shall allow the dispatcher to generate up to three suggestions that shall ensure that the productivity is maintained. The suggestions shall be ranked from first to last choice.
- o Subscription trips are recorded and prescheduled, allowing demand and subscription trips to be grouped together.
- o As trip requests are made, the reservation/scheduler shall assign the trip to the appropriate vehicle and the trip is confirmed with the passenger.
- o The scheduler shall be able to assign subscription passenger to a run on a permanent basis. Placing these trips on hold when passengers are on vacation, etc., shall be a simple process that can be accomplished in less than five minutes.
- o The scheduler shall be able to call up driver runs and resulting data processed from previous days in order to ascertain if the schedule is feasible.
- o The scheduler, after assigning runs, can print each run in order to stop and zone.

Dispatching

Purpose: The dispatcher must be able to go from a reservation/scheduling screen to the dispatch screen in less than five seconds without having to close out of the previous function.

Data to be processed: Run modifications, additions, cancellations, and no-shows shall be changes as needed.

Output:

1. On the service day, the dispatcher shall utilize on-line scheduling component in order to manipulate runs (usually adding last-minute passengers or dealing with vehicle breakdowns) and make changes to improve productivity.
2. The dispatcher must be able to move from one screen to another within two seconds as needed.
3. The dispatcher must be able to record no-shows, cancellations, additions, and other information on a real time basis.
4. The dispatcher must be able to schedule trips in real-time; including automated help for “will call” return trips. The dispatcher must be able to reschedule a trip in less than two minutes.

Trip Data Processing/Data Entry

Purpose: The software must provide a) information to scheduling and dispatch staff and b) data for management information reports.

Data Processed/captured:

1. Actual arrival time at pick-up point
2. Actual time passenger boarded
3. Actual drop-off time
4. No-shows or cancellation
5. Subscription trips
6. Total vehicle and revenue miles/vehicles
7. Driver and vehicle ID numbers
8. Incident Reporting
9. Any other information needed to generate the required reports, Management Information, and CETC Billing

Output:

1. Drivers provide services as requested and record information on the manifest, or immediately reports it to the dispatcher who shall update the run in real time.
2. Trip data are provided to schedulers and dispatchers; information is also provided to assist in management of the program.

Management Information/Client Billing

Purpose: To provide monthly, quarterly, annual, and other periodic reports on service as needed for management and funding organization reporting requirements. Such reports shall enable analysis of service quality, resource allocation, program expenditures, billing, scheduling effectiveness, as well as data on drivers, runs, vehicles, and passengers. In addition to the reports below, the software must enable the transit system to develop ad hoc reports as necessary. The offer shall ensure that the reporting and record keeping function is in place as negotiated when the software is implemented. Failure to have these functions in place shall be considered an incomplete implementation.

Output:

A. Weekly/monthly/quarterly/annual trip summaries:

- Number of trips
- Unduplicated riders
- Percentage of trips on time
- Percentage of trips with late pickups/drop offs
- Average trip lengths in minutes/miles
- Percentage of non-demand vs. standing order trips
- Percentage of trips with excessive travel time
- Revenue hours and miles
- Vehicle hours and miles
- Road calls by vehicle
- Passenger trips per revenue mile/vehicle hour
- Passengers by type, i.e.
 - § Elderly
 - § Disabled
 - § Wheelchair Users
 - § Visually impaired
- Percentage of revenue hours to vehicle hours
- Percentage breakdown of trips by day and time of day
- Average cost of trip
- Modal Split
- Number of no-shows and cancellations by date
- Total number of no-shows and cancellations
- Percentage of origins and destinations by zone (transfers)
- Driver hours
- Data to comply with Title III, including ethnicity/racial background
- Incident Reporting

B. Weekly/monthly/quarterly/annual program status reports:

- o Number of trips for each type of service/agency
- o Percentage of all trips for each type of service
- o Number of registered passengers

- o Number of passengers added during preceding week, month, and year
 - o Number of passengers deleted from software during preceding week, month, and year
 - o Comparison of passenger additions/deletions with similar data collected from previous year
 - o Number of incidents per passenger
 - o Total number of all incidents
 - o Other Reports as needed
- C.** Weekly/monthly/quarterly/annual passenger activity summary:
- o Reports for contracting agencies – names of passengers, number of trips, dates, time, mileage and hours
 - o Bills for contracting agencies
 - o Total trips to each destination (i.e. carried 700 PT to Kmart)
- D.** Passenger data reports
- o Passenger master record
 - o Passenger feedback file
 - o No-shows/cancellations by passenger
 - o Previous no-shows/cancellation history
 - o Individual passenger trip history (common destinations)

Driver Record Keeping

Data to be processed:

- a) Driver training (including routes that the driver is trained for), number of trips denials, trips by purpose (medical, shopping, etc.)
- b) Years in service
- c) Refresher training dates
- d) Disciplinary record/on time performance
- e) Accident record
- f) License renewal/inspection

Output:

- a) Track each driver's training record to ensure driver is assigned to appropriate route
- b) Apprise management of driver refresher training needs
- c) Provide management with tools to track driver performance/safety.

MDC / AVL Specifications

The contractor is responsible for an end-to-end implementation and ensuring that all components/software interfaces function properly. The contractor should provide details about the proposed mobile data system configuration. These details should include at a minimum:

1. Diagram outlining the transfer of data from scheduling system to the vehicles via the wireless networks.
2. Software, hardware, and protocols required to interface middleware to host software (CAD system) and pricing.
3. Software, hardware, and protocols required to interface to wireless network.
4. Software, hardware, and protocols required to interface in-vehicle hardware to wireless network.
5. Software, hardware, and protocols required to interface in-vehicle hardware to other in-vehicle peripheral devices.

Host System Interface

1. CETC owns all data involved in the set up, operation and collection of the Mobile Data Computer/Automatic Vehicle Location (MDC / AVL) project and the fixed end operation of the application.
2. The contractor will provide the interface between the customer's dispatching and routing software and the data communications system. Please recommend a communication option and know that it is our desire to minimize the communication costs. Please describe how the system can be moved from one communication platform to another and the costs associated with such a move.
3. This middleware package must operate on a PC with a node on the same local area network (LAN) as the routing and scheduling package.
4. The middleware must support multiple channels and communications networks, allowing the use of multiple communications networks should the need arise. It should also have diagnostic features available via remote dial-up for on going system maintenance.

In-Vehicle Hardware Specifications

The contractor shall provide a mobile data computer (MDC) or equivalent technology that will integrate seamlessly and provide optimal support for the proposed software and meet all reporting requirements. The contractor shall outline all specifications and how it will benefit the system.

The contractor may also suggest an alternate option for obtaining the hardware needed if it is a cost savings to CETC.

Odometer Monitoring

- o MDC should have a built-in pulse accumulator and pulse conditioner to facilitate the conversion of input data from the vehicles' odometer circuit to distance traveled in miles.
- o On the occurrence of a specific event, the MDC will transmit the vehicle's odometer reading to the MDC / AVL computer. The MDC / AVL computer will in turn send the odometer reading to the host system.
- o In order to account for any variances in vehicle travel mileage; the odometer reader must be configurable to allow the settings to be calibrated from one vehicle to the next.

Accessories

The contractor shall provide the following installation hardware:

1. Adjustable pedestal or dash mount, depending on the vehicle type.
2. Cabling for connections to the applicable on-board radio/data modem equipment, power and any desired peripherals.
3. Any additional antennas required for data modems or the GS receiver (optional).

GPS Functionality

The MDCS must have the capability to report AVL/GPS information from a specific vehicle to the host system in each of the following ways.

1. **Event Base Reporting** – When a function is performed the location of the vehicle is reported along with any data relevant to the performance of that particular function.
2. **Distance Traveled Reporting** – Every time the vehicle has moved a predetermined distance the MDC automatically reports the vehicle's location to the host AVL system. The advantage of this method is that it eliminates unnecessary reports from vehicles that have not moved from their previously reported positions. At the same time the predetermined reporting distance provides the dispatcher with a range within which the vehicle is located.
3. **Time Elapsed Reporting** – every minute the MDC automatically reports the vehicle's location to the host AVL system. The advantage of this method is that if a report is not received at the specified interval then the host system is alerted to the fact that for one reason or another that vehicle is out of coverage. The disadvantage is that the locations of the vehicles not moving are updated as often as moving vehicles. This consumes airtime that would be better spent tracking the moving vehicles.
4. **Polling** – The ability to directly poll any or all vehicle for their location at anytime.

5. **Hybrid GPS Reporting** – system that incorporates the advantages of all three of the preceding methods. The key idea of GPS is to receive information ONLY WHEN desired and not waste airtime sending GPS information that is not useful to dispatch operations.

GPS Options

1. The MDC should be configured such that only drivers within a certain geographical area receive certain trips or messages.
2. Auto Arrive Feature- The latitude and longitude of a destination address should be able to be included with trip information so that a status update message is sent to the host upon arrival at the destination.
3. Navigation Tool – the MDC should be configured so that GPS information is used to display directional information to the driver. An arrow should be displayed on the MDC screen pointing at the destination. The straight-line distance to the destination should also be calculated and displayed.
4. The MDC should be configured to take a specific action when a vehicle crosses a boundary. Specific information regarding the boundaries will need to be provided.

Server Application

The MDC Server application should run at all times. The application should process all messages sent to and from the MDC's. The application should be responsible for the following:

1. Allowing MDC's to log into the application
2. Automatically sending the needed trips out to the MDC's based on either a time window, or on a fixed number of trips
3. Automatically updating the ETA's for trips already in the MDC's
4. Transferring messages to and from the MDC's
5. Processing performed and no showed trips from the MDC's including storing the arrive time, perform time, fare collected and passenger counts for the trip within application
6. Allowing MDC's to log off application

Dispatch Application

The Dispatch application should include the ability to:

1. Monitor the status of each route and trip
2. View the messages sent from MDC's
3. Send messages to MDC's
4. Modify the vehicle manifest automatically through scheduling, performing, no showing, canceling, or transferring trips
5. Monitor emergencies that occur on a vehicle
6. Log off drivers automatically if the driver has forgotten to log off the vehicle after their shift is over.
7. Monitor trip status through different defined colors to indicate:
 - o The trip is on schedule
 - o The trip is in danger of being late
 - o The scheduled time to complete the trip has passed
 - o The trip was no showed
 - o The trip was completed

Also included in the Dispatch Application should be a Messages Sent grid. The grid should include the following:

1. Route ID
2. Time message was sent
3. The test of the message sent
4. The priority of the message sent
5. Time the message was received
6. Error message/number if the message was unable to be delivered

Messages should be able to be defined by type, which should include Canned, Normal and Priority messages.

Communications Functionality

1. The MDC must be capable of adding, updating, and saving new trip data without intervention from the driver.
2. The MDC should also be capable of allowing the driver to respond to a message.
3. The MDC should be capable of sending a message and notifying the driver of the success or failure of the transaction. The option will be given to the driver to resend the message should the message not be delivered successfully. This sending method is known as SEND and NOTIFY.
4. The MDC should be capable of queuing messages in a buffer and repeatedly attempting to deliver them to the host application. Each message should be configured to attempt delivery indefinitely or to attempt delivery only for a fixed period of time after which the message will be discarded. This sending method is known as STORE and FORWARD.

5. The MDC should also send messages that are sent only once, regardless of whether they are acknowledged. This sending method is known as SEND and FORGET.
6. The MDC must be capable of receiving pre-defined (canned) messages when a specific numeric code is sent from the host application

Data Messaging

The following section describes the types of messages that the transit operator is likely to be transmitting between the host application and the mobile data terminals.

1. The contractor should be able to comply with the following minimum messaging requirements:
 - o Trip Messages
 - o Driver Log On
 - o Driver Log Off
 - o Pick Up Site Arrival
 - o Pick Up Site Departure
 - o Drop off Site Arrival
 - o Drop off Site Departure
 - o Rider Boarding
 - o Rider Alighting
 - o Rider Call Out (Flag Stop)
 - o Rider No Show
 - o Rider Door Cancellation
 - o Rider Not Ready – Will Call
 - o Coded Messages
 - o Emergency Message
2. Each Message should contain data appropriate to that message (i.e. the vehicle odometer reading, GPS latitude and longitude, and time/date stamp).
3. The contractor must work with the client to determine what fields need to be included with each message.

Demand Response Functionality

The following section describes the basic functionality for a demand-response MDC application.

1. The MDC power should be controlled by the vehicle ignition switch. When the ignition key is in the off position, the MDC can be powered on/off using the POWER key.
2. Once the MDC is powered up, it should automatically display a driver log-on form screen requesting the driver's identification number and should indicate the vehicle's current odometer reading as calculated by the MDC using information from the vendor supplied odometer interface.
3. Drivers must be able to log-on to the MDCS by entering their identification number and the vehicle's odometer reading into the MDC and then transmitting the information to the MDCS computer.
4. By successfully logging on the driver should automatically indicate to the MDC's that he or she is available to receive and transmit messages.
5. The MDC alerts the driver visually on the MDC screen and audibly by a buzzer located in the MDC of incoming messages.
6. The driver must be able to acknowledge incoming messages (as deemed necessary) by using the keypad.
7. After the driver acknowledges an incoming message it should be displayed on the MDC.
8. The MDC should provide the transit operator with the option of downloading and storing over 150 rider/trip stops in the MDC.
9. The MDC should allow the driver to scroll through the manifest up to the maximum number of transmitted trips as determined by the transit operator.
10. All driver screens should display the current system time.
11. The system time should be able to be depicted by a twenty-four (24) hour clock, or alternatively an AM/PM designation.
12. Should the driver turn off the ignition during the course of his shift, he/she should not need to logon again as the trip list will be retained in the MDC. Explain logon/logoff procedure if another driver uses vehicle in between trips.

Driver Screens

The MDC must provide drivers with a Job List Screen, Job Detail Screen and Form Screens. Other screen options may also be proposed.

1. Job List Screen
 - o The MDC Job List
 - o The MDC should be able to display eight lines of 40 characters each at one time.
 - o Additional trip message lines must be available by scrolling.
 - o The MDC should display a single line entry for each trip/stop.
 - o All trips must be shown on the display in ascending order of scheduled stop times.
 - o The current trip must be located at the top of the job list screen.
 - o When the driver completes the current trip, the MDC should automatically delete it from the job list screen.

- o The Job list Screen must display multiple rider pick-ups and drop-offs from the same address.
- o At any time after the driver has logged on to the system and received a job list, the MDC should update the job list by inserting additional trips sent to it by the dispatch system. The MDC must insert trips in the order of their scheduled pick up or drop off times.
- o At any time after the driver has logged on to the system and received a job list, the MDC should update the job list by deleting trips that have been canceled.
- o The driver must be able to access the Form Screens from the Job List Screen by a single keystroke.
- o The driver must also be able to access the Job Detail Screen from the Job List Screen by a single keystroke, using an MDC keypad key.

2. Job Detail Screen

- o The Job Detail Screen should provide the driver with detailed information about each stop
- o Additional lines of trip information should be viewable by scrolling
- o The driver should be able to edit trip information by pressing arrow keys.
Trip information to be edited:
 - a. Pass Type
 - b. Space Type
 - c. Fare
 - d. Riders
- o The driver must be able to access the Job List Screen from the Job Detail Screen by a single keystroke, using an MDC keypad key.
- o The driver must be able to access the Form Screen from the Job Detail Screen by a single keystroke, using the MDC keypad.

3. Forms Screen

- o Form Screens should display a list of information requests to be completed by the driver and transmitted to the MDC/AVL Computer.
- o A pre-trip inspection form to be filled out by drivers
- o After the driver has used the MDC to record a rider's boarding, prompts should be popped up that need to be filled in by the driver and transmitted to the MDCS computer, before the driver can return to any other screen.
- o If the Form Screen requires the vehicle's odometer reading, the MDC must automatically read and fill in the odometer reading.
- o An Incident Reporting form should be included to report any problems with the vehicle or passengers.

- o If the rider and trip numbers, number of riders, attendants and companions, and fare amounts and types were in the original trip message that was transmitted to the MDC, the MDC must automatically place that information in the appropriate Form Screen fields. The driver should be able to edit this information once it is displayed by the MDC.

Dispatcher Screens

The Dispatch screen should be updated in one of two ways. The first should be an automatic update. This should occur when there is a selected route within the Dispatch application, and the driver performs a trip on that route. The trip information on that route should automatically update itself on the screen, just as if the dispatcher had performed the trip. The second type of update should be a manual update.

Map Viewer

If possible, include a Map Viewer with the ability to show route stop information, current vehicle information, and vehicle history information. A point on the map followed by a time should represent each location. The points should be connected together by a straight line with optional settings to show specific information with each point, such as the route ID, vehicle ID, speed of vehicle, or the heading of the vehicle. These settings should be customizable.

The functionality of the Map Viewer should be divided into four areas and reflected by tabs at the top of the screen. These four areas to be included are:

- § Route Stops
- § Vehicle Location History
- § Current Vehicle Location
- § Options

Installation

CETC considers the offeror's track record in installation and implementation to be very important. Please pay particular attention to this section. Paratransit software will be installed and implemented first.

1. Provide an installation plan as part of this proposal. This plan shall be detailed enough so that CETC shall know every step of the installation process. Each task shall be broken out and described in detail. It is to include, but not be limited to, each of the topics outlined below.
 - a) CETC staff involvement – describes the level and type of staff time required for the installation and an estimate of hours. This should include all training.
 - b) Contractor staff time – who shall perform the installation, what shall be their responsibilities, and how much time shall they be on the project. A Project Manager must be assigned whole CETC staff can reach within one hour of a request for assistance.

- c) Level of interference with current operation – requires that the contractor cause a minimum of disruption with the current operation.
- 2. Provide a detailed timeline of each task in the installation and implementation of the project.
- 3. How long did it take to implement other similar technologies? Describe both typical and difficult installations. Explain why the installation was difficult and explain how your firm shall avoid implementation pitfalls.

System Testing and Acceptance

CETC cannot accept the technologies until it has validated that the contractor has met all requirements stated in the bid . The contractor shall provide all labor and supervision for the installation and testing.

CETC, working with the contractor, shall develop acceptance procedures to ensure the equipment is installed properly and accepted. All software provided shall be tested to confirm that it is compliant with the current specifications. All software is to be free from defects in design, material, workmanship, and is capable of sustained performance in the operating environment.

All software shall pass the tests described below or have CETC declare that the objectives of the tests have been met by field operations.

All of the software provided under this contract shall be subject to the following tests to confirm that they are:

- o Free from operational defects, which affect performance.
- o Complaint with the specifications.
- o Delivered and accounted for. This includes all fare media, documentation, training and support items.

Test Procedures

The contractor shall develop and submit to CETC a series of test plans and associated procedures 14 days before testing. Testing shall not begin until a sign off of the Test Plan and Procedures by CETC.

Test plans shall be developed to ensure that the technologies are functioning as specified and reports are generated as required.

Training and Documentation

Training is an essential component of successful implementation. Training shall be comprehensive and complete for all staff involved in the operation of the technologies. Training shall include:

- a. Dispatch staff training
- b. Management training
- c. Technology support staff/system administrator (the person who shall oversee operation of all technology at CETC)

Training shall be accomplished by persons well versed with the technology, not a local contractor without experience in using the technologies. A system administrator shall also be trained to be able to deal with a variety of day-to-day problems.

The selected contractor shall provide a detailed training plan two weeks after award of contract. The plan shall be developed to train staff on site, while at the same time continuing their primary responsibilities. Describe whom the contractor shall train, the length of each training course, and the cost of the training. Training shall not begin until CETC approval of the training plan.

Complete training and user manuals shall be required for all trainees.

Between six and eight months after successful implementation of software and other technologies, the contractor is to provide additional, advanced training at CETC's facility. CETC in concert with the contractor shall determine the agenda and course outline for advanced training 30 days prior to the training date.

All training specified in this section shall be conducted during regular business hours.

Documentation and System Handbook

The contractor shall supply CETC with hard copies of user handbooks. In addition, CETC requires maintenance documentation necessary to sustain the software in the future. Information included in documentation must include, by not be limited to:

- a) Overview/description
- b) Installation guides
- c) Maintenance documentation
- d) Troubleshooting guides
- e) Diagnostic procedures
- f) Inspection procedures
- g) Warranty/support coverages – in detail

Warranty and Quality Assurance

CETC requires that the contractor provide in-house warranty service for one year, renewable for additional years. CETC would like to be assured that the contractor shall be in business for the useful life of the software and be able to supply CETC with period upgrades to ensure a high quality product.

The other aspect to warranty/maintenance is timely response to problems. If there is a system failure or other problems, CETC needs to be assured that the contractor shall respond immediately to correct problems so that the service is not disrupted in any way.

Warranty Issues

The contractor shall have telephone support during normal business hours (7 am – 5 pm MST) that is capable of solving any software-related problems.

Contractor will supply a copy of the warranty agreement that is proposed.

Software Upgrades

Since it is intended that these technologies shall be in use for at least ten years, it is expected that upgrades shall be available to all CETC to take advantage of improvements in both software and hardware capabilities. The contractor shall provide regular upgrades to the software for one year, renewable for 10 years, from date of implementation. Provide CETC with a schedule of upgrades from the past two years.

The contractor shall give CETC 30 days advance notice of a change/upgrade in the software.

System Backup

Contractor is to outline how the system will be backed up to prevent loss of data.

Technical Support

The contractor is to include a line item to cover the technical support for all hardware and software provided by the Vendor. This Technical Support shall cover a period of three years.

Corporate Experience

We are looking at 1) quality of the software, 2) quality of support, and 3) implementation of expertise. We are also looking for a stable firm that is likely to be in existence supporting this product many years into the future.

Attachment C
Special Terms and Conditions
Z-bar

1. Non-Collusion

By signing the bid/proposal, the Contractor certifies that the bid/proposal submitted has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other Contractor of materials, supplies, equipment or services described in the solicitation designed to limit independent proposing or competition.

2. Contract Acceptance

At the time the bid form is signed by the offeror, the signature of that offeror will be used as a legally binding signature, if awarded the contract. When signed by a UDOT Representative and assigned a contract number, this document will become a legally binding contract with the offeror for the contract period specified.

3. Bid/Proposal Preparation Costs

UDOT is not liable for any costs incurred by the Contractor in bid/proposal preparation.

4. Quantity Estimates

UDOT does not guarantee to purchase any amount under this contract. Estimated quantities are for proposing purposes only and are not to be construed as a guarantee to purchase any amount.

5. Inspections

Goods furnished under this contract will be subject to inspection and test by UDOT at times and places determined by UDOT. If UDOT finds goods furnished to be incomplete or not in compliance with bid/proposal specifications, UDOT may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price which is equitable under the circumstances. If Contractor is unable or refuses to correct such goods with a time deemed reasonable by UDOT, UDOT may cancel the order in whole or in part. Nothing in this paragraph will adversely affect UDOT's rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.

6. Non-Compete Clause

Contractor represents its officers and employees are free to contract with UDOT and are not subject to restrictions by the terms of their present or past employment, including, but not limited to an agreement not to compete for a period of time unless disclosure has been made. Contractor must disclose to UDOT any possible conflicts in writing, before the contract is signed, and the UDOT will evaluate whether to continue with contract execution. UDOT may elect to terminate a contract immediately with a Contractor who is subsequently determined to be subject to such restrictions without liability to UDOT. If UDOT elects to terminate a contract for this reason, UDOT will supersede paragraph # 13 in Attachment A – Standard Terms and Conditions and will not provide 60-day prior notice to the Contractor.

Attachment C
Special Terms and Conditions
Z-bar

7. Responsibility for Wages

Contractor is responsible for all applicable company wages in accordance with the Federal, State and local laws and ordinances

8. Price Guarantee, Adjustments

Contract pricing resulting from this bid/proposal will be guaranteed for 1-year. Following the guarantee period, any request for price adjustment must be for an equal guarantee period, and must be made at least 30-days prior to the effective date. Request for price adjustment must include documentation supporting the request and demonstrating a logical mathematical link between the current price and the proposed price. The UDOT will be given the immediate benefit of any decrease in the market, or allowable discount.

9. Invoicing

Contractor shall submit invoices

Rural Public Transit Manager
Tracy Young
P O Box 143600
Salt Lake, Utah 84114-3600

The Purchase Order or Contract number shall appear on all invoices and correspondence. Billings must be itemized identifying clearly all products or services purchased. Invoices shall be submitted in a timely manner.

In the event UDOT is entitled to a cash discount, the period of computation shall commence on the delivery date or the date of a correct invoice, whichever is later. If an adjustment in payment is necessary due to damage, the cash discount period shall commence on the date final approval is authorized. UDOT reserves the right to adjust incorrect invoices. UDOT will remit payment by mail or electronic commerce.

Certification for Contracts, Grants, Loans, and Cooperative Agreements

Lobbying Certification and Disclosure of Lobbying Activities (see Appendix E, Lobbying)

(To be submitted with each bid or offer exceeding \$100,000)

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

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*.)]
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

APPENDIX E

FTA Required Clauses

CHARTER BUS REQUIREMENTS

49 U.S.C. 5323(d)

49 CFR Part 604

Charter Service Operations - The requirements of this part shall not apply to private charter operators that receive, directly or indirectly, Federal financial assistance under section 3038 of the Transportation Equity Act for the 21st Century, as amended, or to the non-FTA funded activities of private charter operators that receive, directly or indirectly, FTA financial assistance under any of the following programs: 49 U.S.C. 5307, 49 U.S.C. 5309, 49 U.S.C. 5310, 49 U.S.C. 5311, 49 U.S.C. 5316, or 49 U.S.C. 5317.

SCHOOL BUS REQUIREMENTS

49 U.S.C. 5323(F)

49 CFR Part 605

School Bus Operations - Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

ENERGY CONSERVATION REQUIREMENTS

42 U.S.C. 6321 et seq.

49 CFR Part 18

Energy Conservation - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

CLEAN WATER REQUIREMENTS

33 U.S.C. 1251

Clean Water - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

LOBBYING

31 U.S.C. 1352

49 CFR Part 19

49 CFR Part 20

Flow Down

The Lobbying requirements mandate the maximum flow down, pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5) and 49 C.F.R. Part 19, Appendix A, Section 7.

- Lobbying Certification and Disclosure of Lobbying Activities for third party contractors are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d)

- Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that contractors file the certification required by 49 CFR Part 20, Appendix A.

Modifications have been made to the Lobbying Certification pursuant to Section 10 of the Lobbying Disclosure Act of 1995.

- Use of "Disclosure of Lobbying Activities," Standard Form-LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a

member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

ACCESS TO THIRD PARTY CONTRACT RECORDS

49 U.S.C. 5325

18 CFR 18.36 (i)

49 CFR 633.17

FTA does not require the inclusion of these requirements in subcontracts.

Access to Records - The following access to records requirements apply to this Contract:

- 1) Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
- 2) Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major 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 the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with 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 any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in

accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

- 5) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 6) The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three 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 Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
- 7) FTA does not require the inclusion of these requirements in subcontracts.

CHANGES TO FEDERAL REQUIREMENTS

49 CFR Part 18

Flow Down

The Federal Changes requirement flows down appropriately to each applicable changed requirement.

Federal Changes - 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 Purchaser and FTA, as they 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.

CLEAN AIR

42 U.S.C. 7401 et seq

40 CFR 15.61

49 CFR Part 18

- 1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- 2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

RECYCLED PRODUCTS

42 U.S.C. 6962

40 CFR Part 247

Executive Order 12873

Recovered Materials - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

No Obligation by the Federal Government.

- 1) The Purchaser 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 Purchaser, 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 STATEMENTS OR CLAIMS, CIVIL AND CRIMINAL FRAUD

31 U.S.C. 3801 et seq.
49 CFR Part 31 18 U.S.C. 1001
49 U.S.C. 5307

Flow Down

These requirements flow down to contractors and subcontractors who make, present, or submit covered claims and statements.

Program Fraud and False or Fraudulent Statements or Related Acts.

- 1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- 2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- 3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

TERMINATION

49 U.S.C. Part 18

FTA Circular 4220.1E

- a. **Termination for Convenience (General Provision):** The (Recipient) 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. 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 (Recipient) to be paid the Contractor. If the Contractor has any property in its possession belonging to the (Recipient), the Contractor will account for the same, and dispose of it in the manner the (Recipient) 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 (Recipient) 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 (Recipient) 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 (Recipient), 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 (Recipient) in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions
If Contractor fails to remedy to (Recipient)'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 (Recipient) setting forth the nature of said breach or default, (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 (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 (Recipient) elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by (Recipient) shall not limit (Recipient)'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 (Recipient), 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 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 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 (Recipient) may terminate this contract for default. The (Recipient) 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 Recipient.

- 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 (Recipient) may terminate this contract for default. The (Recipient) 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 Recipient goods, the Contractor shall, upon direction of the (Recipient), protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and (Recipient) 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 (Recipient).

- 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 (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the 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. The Contractor and its sureties shall be liable for any damage to the Recipient 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 Recipient 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 Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. The contractor, within [10] days from the beginning of any delay, notifies the (Recipient) in writing of the causes of delay. If in the judgment of the (Recipient), the delay is excusable, the time for completing the work shall be extended. The judgment of the (Recipient) shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.
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 Recipient.

- i. **Termination for Convenience or Default (Architect and Engineering):** The (Recipient) may terminate this contract in whole or in part, for the Recipient's convenience or because of the failure of the Contractor to fulfill the contract obligations. The (Recipient) 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 Recipient, 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 Recipient may complete the work by contract or otherwise and the 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 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 Recipient.

- j. **Termination for Convenience or Default (Cost-Type Contracts):** The (Recipient) may terminate this contract, or any portion of it, by serving a notice of termination on the Contractor. The notice shall state whether the termination is for convenience of the (Recipient) 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 (Recipient), or property supplied to the Contractor by the (Recipient). If the termination is for default, the (Recipient) 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 (Recipient) and the parties shall negotiate the termination settlement to be paid the Contractor.
If the termination is for the convenience of the (Recipient), 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 (Recipient) 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 (Recipient), after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

SUSPENSION AND DEBARMENT

Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

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

The certification in this clause is a material representation of fact relied upon by Utah Department of Transportation. If it is later determined that the Proposer or proposer knowingly rendered an erroneous certification, in addition to remedies available to Utah Department of Transportation, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Proposer or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Proposer or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

PRIVACY ACT

5 U.S.C. 552

Contracts Involving Federal Privacy Act Requirements - 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

29 U.S.C. § 623, 42 U.S.C. § 2000

42 U.S.C. § 6102, 42 U.S.C. § 12112

42 U.S.C. § 12132, 49 U.S.C. § 5332

29 CFR Part 1630, 41 CFR Parts 60 et seq.

Civil Rights - The following requirements apply to the underlying contract:

- 1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
 - a. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. 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, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer,

recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- b. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - c. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- 3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 CFR Part 26

The contractor, if subcontracts are to be let, will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps shall include:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and (e) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

FTA Circular 4220.1E

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, 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 Utah Department of Transportation requests which would cause Utah Department of Transportation to be in violation of the FTA terms and conditions.

NATIONAL INTELLIGENT TRANSPORTATION SYSTEMS ARCHITECTURE AND STANDARDS.

National Intelligent Transportation Systems Architecture and Standards. To the extent applicable, the Recipient agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by TEA-21 § 5206(e) , 23 U.S.C. § 502 note, and comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" 66 Fed. Reg. 1455 et seq., January 8, 2001, and other Federal requirements that may be issued.

RESOLUTION OF DISPUTES BREACHES, OR LITIGATION

49 CFR 18

FTA Circular 420.1f

All contracts exceeding \$100,000 must contain provisions or conditions that will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

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

Performance During Dispute – Unless otherwise directed by [insert Recipient], [insert Contractor] shall continue performance under this contract while matters in dispute are being resolved.

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

Remedies – Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between [insert Recipient] and [insert Contractor] arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the state in which [insert Recipient] is located.

Rights and Remedies – The 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 [insert Recipient], [insert Architect] or [insert 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.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

40 USC 3701

29 CFR 5

1. **Overtime requirements** – No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such work week.
2. **Violation; liability for unpaid wages; liquidated damages** – In the event of any violation of the clause set forth in paragraph (1) of this section [insert Contractor] and any subcontractor responsible

therefore shall be liable for the unpaid wages. In addition, [insert Contractor] and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. **Withholding for unpaid wages and liquidated damages** – [Insert Grantee] shall upon its own action or upon written request of an authorized representative of the DOL withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other federal contract with the same prime Contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. **Subcontracts** – The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

ADA ACCESS

49 USC 5301

Contractor agrees to comply, and assures the compliance of each third party contractor and each subrecipient at any tier of the project, with the applicable laws and regulations, discussed below, for nondiscrimination on the basis of disability.

1. Section 504 of the Rehabilitation Act of 1973, as amended (Section 504): 29 USC 794 prohibits discrimination on the basis of disability by recipients of federal financial assistance.
2. Americans with Disabilities Act of 1990, as amended: 42 USC 12101 et seq. prohibits discrimination against qualified individuals with disabilities in all programs, activities, and services of public entities, as well as imposes specific requirements on public and private providers of transportation.
3. DOT Public Transportation Regulations implementing Section 504 and the ADA: These regulations include DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR 27, DOT

regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR 37, and Architectural and Transportation Barriers Compliance Board (ATBCB)/DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR 1192 and 49 CFR 38. Examples of requirements include, but are not limited to, the following:

- a. Design and Construction. Accessibility requirements for the design and construction of new transportation facilities;
- b. Accessibility and Usability. Requirements that vehicles acquired (with limited exceptions) be accessible to and usable by individuals with disabilities, including individuals using wheelchairs;
- c. Complementary Paratransit Service is not required for intercity bus routes provided by private carriers.

NATIONAL ITS ARCHITECTURE

SAFETEA-LU Section 5307, 23 USC 512

Intelligent transportation system (ITS) property and services must comply with National ITS Architecture and Standards to the extent required by Section 5307 (c) of SAFETEA-LU, FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66FR 1455 et seq.; January 8, 2001, and later published policies or implanting directives FTA may issue. Consequently, third party contracts involving ITS are likely to require provisions to ensure compliance with federal requirements.

STATE OF UTAH | DIVISION OF PURCHASING
3150 State Office Building, Salt Lake City, Utah 84114-1061 Telephone (801) 538-3026, Fax (801) 538-3882

PURCHASE ORDER CONTRACT: TERMS AND CONDITIONS

ACCEPTANCE OF THIS PURCHASE ORDER BINDS THE CONTRACTOR TO ALL THESE TERMS AND CONDITIONS AND ALL THE TERMS, CONDITIONS AND PROVISIONS INCLUDED IN THE SOLICITATION THE DIVISION OF PURCHASING OFFERED RELATING TO THIS PURCHASE ORDER.

1. **AUTHORITY:** Provisions of this Purchase Order are pursuant to the authority set forth in the Utah Procurement Code, 63G-6, Utah Code Annotated (U.C.A.) 1953, as amended, and the Utah State Procurement Rules and Regulations. Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this Purchase Order shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Purchase Order or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **RECORDS ADMINISTRATION:** The Contractor shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this Contract for at least four years. The Contractor agrees to allow State and Federal auditors, and State Agency Staff, access to all the records to this Contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
4. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process, and to sole sources that are included within a Request for Proposal. It does not apply to Invitation for Bids nor to the Multi-Step Process.

4.1 Status Verification System

1. Each offeror and each person signing on behalf of any offeror certifies as to its own entity, under penalty of perjury, that the named Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of the contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws including UCA Section 63G-12-302.
2. The Contractor shall require that the following provision be placed in each subcontract at every tier: "The subcontractor shall certify to the main (prime or general) contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with applicable immigration laws including Section 63G-12-302 and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work."
3. The State will not consider a proposal for award, nor will it make any award where there has not been compliance with this Section.
4. Manually or electronically signing the Proposal is deemed the Contractor's certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws including UCA Section 63G-12-302.

4.2 Indemnity Clause for Status Verification System

1. Contractor (includes, but is not limited to any Contractor, Design Professional, Designer or Consultant) shall protect, indemnify and hold harmless, the State and its officers, employees, agents, representatives and anyone that the State may be liable for, against any claim, damages or liability arising out of or resulting from violations of the above Status Verification System Section whether violated by employees, agents, or contractors of the following: (a) Contractor; (b) Subcontractor at any tier; and/or (c) any entity or person for whom the Contractor or Subcontractor may be liable.
2. Notwithstanding Section 1. above, Design Professionals or Designers under direct contract with the State shall only be required to indemnify the State for a liability claim that arises out of the design professional's services, unless the liability claim arises from the Design Professional's negligent act, wrongful act, error or omission, or other liability imposed by law except that the design professional shall be required to indemnify the State in regard to subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Design Professional, and includes all independent contractors, agents, employees or anyone else for whom the Design Professional may be liable at any tier.
5. **CONFLICT OF INTEREST AND PROCUREMENT ETHICS:** The Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, U.C.A., 1953, as amended. Further, Contractor certifies that it has not offered or given any gift or compensation prohibited by 67-16-5, U.C.A., 1953, as amended, to any officer or employee of the State of Utah to secure favorable treatment with respect to being awarded this Purchase Order.
6. **INDEPENDENT CONTRACTOR:** The Contractor shall be an independent contractor, and as such shall have no authorization, express or implied, to bind the State to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by the State. The Contractor shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the State for these contract services. Persons employed by the State and acting under the direction of the State shall not be deemed to be employees or agents of the Contractor.
7. **INDEMNITY:** The Contractor agrees to indemnify, save harmless, and release the State of Utah, and all its officers,

agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the Contractor's officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.

8. EQUAL OPPORTUNITY CLAUSE: The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973; or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Contractor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.

9. SEPARABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.

10. CANCELLATION OR REVISION: This Purchase Order may be changed, revised or canceled only by the Division of Purchasing giving written notice to the Contractor.

11. DEBARMENT: The Contractor certifies that neither it nor its principals are presently or have ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the State. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.

12. NONAPPROPRIATION OF FUNDS: The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.

13. SALES TAX EXEMPTION: The State of Utah's sales and use tax exemption number is **11736850-010-STC**. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless sales tax is included as a separate line item on this purchase order.

14. WARRANTY: The Contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the Contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the Contractor's skill or judgment to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The Contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the Contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

15. PUBLIC INFORMATION: Contractor agrees that the Purchase Order, related Sales Orders, and Invoices will be public documents, and may be available for distribution. Contractor gives the State express permission to make copies of the Purchase Order, related Sales Orders, Invoices, and the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.

16. DELIVERY: Orders must be shipped directly to ordering agency at address specified. Shipments must be made in accordance with the item(s) as described and priced on this order. Also, orders must be shipped F.O.B. Destination, Freight Prepaid, unless other shipping instructions are described in this order. **UNLESS INDICATED OTHERWISE, ALL ORDERS MUST BE SHIPPED PROMPTLY (WITHIN 5 WORKING DAYS), UPON RECEIPT OF ORDER.** Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations.

17. PRICING AND INVOICING: Prices to be paid for item(s) ordered are the prices listed on this Purchase Order, which include all shipping and delivery charges, unless otherwise described on this order. **CONTRACTOR WILL, AFTER DELIVERY, PROMPTLY SUBMIT A CORRECT INVOICE (WITHIN 30 DAYS OF SHIPMENT OR DELIVERY OF SERVICES) TO THE ORDERING AGENCY.** Contractor agrees that the state has a right to adjust or return any invoice that reflects incorrect pricing. The Purchase Order number shall be listed on all invoices, freight tickets, and correspondence relating to the Purchase Order. Unless otherwise specified, payment terms shall be Net 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. Where prompt payment discounts

apply, the period for computing a discount shall begin on the date a correct invoice, including any adjustment for damage or incomplete shipment, is received by the state. Discount will be taken on the total amount of the invoice. After 60 days from the date a correct invoice is received by the appropriate State official, the Contractor may assess interest on overdue, undisputed account charges up to a maximum of the interest rate paid by the IRS on taxpayer refund claims, plus two percent, computed similarly as the requirements of Utah Code Annotated Section 15-6-3. The IRS rate is adjusted quarterly, and is applied on a per annum basis, on the invoice amount that is overdue. All payments to the Contractor will be remitted by mail unless paid by the State of Utah's Purchasing Card (major credit card).

18. PROMPT PAYMENT DISCOUNT: Offeror may quote a prompt payment discount based upon early payment; however, discounts offered for less than 30 days will not be considered in making the award. Contractor shall list Payment Discount Terms on invoices. The prompt payment discount will apply to payments made with purchasing cards and checks. The date from which discount time is calculated will be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date will be the date of acceptance of the merchandise.

19. PATENTS, COPYRIGHTS, ETC.: The Contractor shall release, indemnify and hold the State, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.

20. DEFAULT AND REMEDIES: Any of the following events will constitute cause for the State to declare Contractor in default of the Contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this Contract. The State will issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this Contract; 3. Impose liquidated damages, if liquidated damages are listed in the contract; 4. Suspend Contractor from receiving future solicitations.

21. FORCE MAJEURE: Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The State may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

22. CONFLICT OF TERMS: Contractor Terms and Conditions that apply must be in writing and expressly approved in writing by the State Director of Purchasing. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be: 1. State Standard Terms and Conditions; 2. State Additional Terms and Conditions; 3. Contractor Terms and Conditions, if applicable.

(Revision date: 20 July 2011)

Question and Answers for Bid #DG12006 - Automated Paratransit Software for Cache Employment Training Center (CETC)

OVERALL BID QUESTIONS

**There are no questions associated with this bid. If you would like to submit a question,
please click on the "Create New Question" button below.**

Question Deadline: Jan 30, 2012 5:00:00 PM MST