



## ***Request for Proposal***

**RFP-007-25-25**

# **METS Mobile Ticketing Services**

Issue Date: July 25, 2025

Issued By: METS  
601 John St  
Evansville, IN 47713

Transmitted Via: Email and Posting on Website:  
[Active RFPs / City of Evansville \(evansville.gov\)](https://www.evansville.gov/active-rfps/)

Inquiries: Questions should be submitted via Email to:  
Jonathan Siebeking at [jsiebeking@evansville.in.gov](mailto:jsiebeking@evansville.in.gov)

Proposals Due: August 21, 2025, 1:30 PM CDT at 1 NW Martin Luther King Jr BLVD Room 301  
Evansville, IN 47708

## **VENDOR INSTRUCTIONS**

### **Agency Overview and Background**

METS is the public transportation system of the City of Evansville. METS was established in 1971 and offers fixed routes, demand response and micro transit services. METS operates 22 fixed routes with an annual ridership of approximately 1,000,000. This RFP is for mobile ticketing services and validators on its Fixed Route Fleet.

METS Current Fixed Route Fleet Consists of the following:

- 3 Gillig 30' Hybrids
- 7 Gillig 30' Diesels
- 7 Gillig 35' Hybrids
- 9 Gillig 35' Diesels
- 2 Freightliner 31' BOC
- 1 Ford 28' BOC
- 22 Fixed Routes
- METS Operates Monday through Saturday 5:45am CST to 12:00am CST and on Sunday 6:15am CST to 6:15pm CST including most Holidays.

### **Project Goals**

METS currently uses Genfare Odyssey fareboxes for cash and token-based fare collection. Passengers are also able to come to the METS Administrative Building to purchase monthly bus passes that are visually validated by our bus operators. We wish to add mobile ticketing with electronic validators to our fare collection services. We are seeking proposals to include App based mobile ticketing as well as card based so that unbanked passengers can still obtain cards at the METS Administrative Building. We want this system to include electronic validators on the buses to minimize bus operator responsibilities in fare collection. Vendor is to supply and install any routers that are needed. METS will supply SIM cards. We prefer solutions to include the ability to use touchless credit, debit and digital wallet services. We are seeking a turnkey solution that includes cloud-based software, in bus hardware, installation, training, and support.

### **INTRODUCTION**

The, Board of Public Works (BPW) on behalf of the, Metropolitan Evansville Transit System (METS) for the City of Evansville (the "Owner"), is soliciting competitive proposals from qualified vendors for METS Mobile Ticketing Services RFP-007-25-25.

Your company, among others, is invited to submit a proposal on a competitive basis in the format described in this Request for Proposal (RFP). This RFP establishes requirements and defines responsibilities of the proposing Vendor (hereinafter "Contractor") to perform all phases of work.

Sealed proposals will be received in Room 301, Civic Center Complex, and 1 N.W. Martin Luther King, Jr. Boulevard, Evansville, Indiana 47708 until August 21, 2025, 1:30 PM CDT, at which time responding Contractors will be announced. Proposals to be submitted prior to the scheduled Proposal opening shall be submitted to the Purchasing Department, Room 323, Civic Center Complex, 1 NW Martin Luther King

## **VENDOR INSTRUCTIONS**

Jr. Boulevard, Evansville, Indiana 47708. Proposals submitted to the Purchasing Department shall be submitted prior to 15 MINUTES BEFORE TIME AND DATE OF BID OPENING.

### **1. GENERAL REQUIREMENTS**

The successful Contractor product should meet the following criteria:

- A. Product must be able to be implemented and fully operational to the Owner's satisfaction by July 1, 2026.
- B. Product must be modifiable or configurable to meet specific client requirements.
- C. Product must have ample backup and redundancy.
- D. The proposal must include software, hardware, implementation, integration, and/or configuration as well as maintenance and support service.
- E. Respondents must have a solid customer base utilizing the proposed solution.

### **2. RESPONSE INSTRUCTIONS**

The submitted proposal must follow the rules and format established within this Request for Proposals (RFP). Adherence to these rules will ensure a fair and objective analysis of all proposals. Failure to complete any portion of this request may result in rejection of a proposal.

### **3. CONTACT WITH MUNICIPALITY EMPLOYEES**

There shall be no verbal discussion of any nature concerning this RFP between any Contractor and City employees, and/or Board Members before, during or after the public opening. This does not include discussions that may occur during site visits by the evaluation team during the review process.

To ensure a fair and objective evaluation of all proposals, Contractors are required to submit all inquiries in writing to Jonathan Siebeking, with METS, at [jsiebeking@evansville.in.gov](mailto:jsiebeking@evansville.in.gov) no later than 4:00 pm CDT on August 14, 2025. All questions will be compiled, answered in writing, posted on the Purchasing Website, and emailed to all interested Contractors no later than 5:00 pm CDT on August 15, 2024.

## **VENDOR INSTRUCTIONS**

### **4. COSTS OF RFP PREPARATION AND SUBMISSION**

Each Contractor shall be responsible for all costs incurred in order to prepare and submit their response to this RFP.

### **5. OPENING OF PROPOSALS**

All responses received by the submission deadline will be publicly opened at the Board of Public Works on August 21 at 1:30 PM CDT. Responding Contractors are welcome at the public opening. Only the names of the companies responding will be disclosed so as to avoid disclosure of contents to competing Contractors during the process of negotiation (IC 5-22-9-4).

### **6. PROPOSAL REVIEW**

All documents submitted as part of the Contractor's proposal will be deemed confidential during the evaluation process. Contractor proposals will not be available for review by anyone other than the evaluation team or its designated agents. There shall be no disclosure of any Contractor's information to a competing Contractor prior to award of the contract. All applicable information will be subject to public disclosure in accordance with the Indiana Access to Public Records Act, at award of contract, cancellation of this RFP, or within 180 days, whichever shall occur first.

### **7. PROPOSAL FORMAT AND FORMS**

Each proposal will be prepared in the format specified below and submitted on paper with a PDF format on a flash drive as well. Submissions must be sealed and clearly labeled as "METS Mobile Ticketing Services RFP-007-25-25." The envelope should be sent to Dachenae Streeter City of Evansville Purchasing 1 NW Martin Luther King Jr BLVD Room 323 Evansville, IN 47708.

The proposal must be prepared in the following format:

#### **Section 1 – Proposal Requirements Overview**

- I. Cover Letter / Letter of Transmittal
- II. Company Overview/Executive Summary
- III. Questionnaire
- IV. Team Qualifications

#### **Section 2 – Exhibits**

- I. Scope of Work
- II. Sample Implementation Plan
- III. Hardware and Software specifications and warranty
- IV. 3 Letters of Reference from current or previous customers

## **VENDOR INSTRUCTIONS**

### **Section 3- Cost Proposal**

Please provide detailed pricing, including:

- I. Application Software Subscription or Maintenance License Costs for Years one through five.
- II. Validators and any on bus components.
- II. Implementation and Training Costs.
- III. Included and Optional (add-on) modules.

### **Section 4- Desired Features**

#### **I. Appendix A: Desired Features**

Each potential Contractor must review the Project Scope and indicate whether the Contractor's product can provide said feature.

### **Section 5 –Required Forms**

#### **I. Appendix B: Required Forms**

Provide a signed original copy of all forms required to be submitted with this RFP in the following order:

- |   |            |
|---|------------|
| 1. Equal Employment Opportunity               | A-1        |
| 2. Indiana Legal Employment Declaration       | B-1        |
| 3. Non-Collusion Affidavit                    | C-1        |
| 4. Conflict of Interest / Familial Disclosure | D-1        |
| 5. Cost Proposal                              | E-1        |
| 6. Certification on Restriction of Lobbying   | F-1        |
| 7. Build America Buy America                  | G-1        |
| 8. Federal Documents                          | H-1        |
| 9. Security Bid Bond                          | See page 7 |

## **VENDOR INSTRUCTIONS**

### **8. QUESTIONNAIRE**

#### **A. Qualifications and Company Overview**

1. Provide a summary of the company's experience and qualifications, including a brief history of the company.
2. Provide your company's address.
3. How many employees do you have?
4. Who are your key executives?
5. How long have the software and validators been available?
6. Provide a company outlook and forecast over the next three years including market share, stability, and major initiatives.

#### **B. System and Technical**

1. Describe your technology architecture including coding languages, database, operating systems, and system delivery type (cloud, hosted, on premise).
2. Describe any system/network/hardware requirements for your software.
3. Provide a summary of your security architecture and practices.

#### **C. Implementation**

1. Please provide an overview of your implementation strategy and process.
2. Describe the Owner's responsibilities during the installation and implementation process.
3. Do you offer customer training during implementation? Please describe, including any additional associated costs.
4. How do you communicate with customers during implementation?
5. Can clients customize the App Software?

#### **D. Customer Support**

1. What are your customer support hours? Please provide for all methods (phone, email, live chat, etc.).
2. Explain your customer issue reporting and resolution process, including timelines and guarantees.
3. How often are updates made to the system? Is the software unavailable during these updates?

### **9. DELIVERY OF PROPOSALS**

The submittals should be sealed and clearly labeled as "METS Mobile Ticketing Services RFP-007-25-25." It is the sole responsibility of the Contractor to see that their RFP is received in the proper time. Any proposal received after the proposal opening date and time shall be eliminated from consideration and returned to the Contractor unopened.

**Any RFP's delivered prior to 15 MINUTES BEFORE THE BID OPENING DATE AND TIME, shall be delivered to the following address:**

Purchasing Department  
Room 323  
1 NW Martin Luther King Jr. Blvd.  
Evansville, IN 47708

**NOTE: Contractors may bring proposals directly to the Board meeting in room 301 of the Civic Center 1 NW Martin Luther King Jr. Blvd, Evansville, IN 47708. All Proposals must be handed to the Board of Public Works -Secretary by 1:15 p.m. in order to be considered.**

## **VENDOR INSTRUCTIONS**

### **Proposal Evaluation:**

- Proposal Content 20% (Cover Letter, Executive Summary, Questionnaire, Team Qualifications)
- Exhibits 30% (Scope of Work, Sample Implementation Plan, Hardware and Software Specs and Warranty, References, Previous Customers)
- Cost Proposal 15% (Application Software Subscription or Maintenance years 1-5, Implementation and Training Costs, Included and Optional Items)
- Desired Features 25% (Appendix A)
- Required Forms 10% (Appendix B)

Bidders who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal and demonstration of their system to the Agency.

### **10. RESPONSE INSTRUCTIONS**

- A. **All proposals must be received on or before the time and date indicated in the Notice to Contractors.** The responsibility for submitting proposals in a timely manner is solely that of the Contractor. The Owner will not be responsible for delays in mail delivery or delays caused by any other occurrence. Late proposals will not be considered and will be returned, unopened, to the Contractor.
- B. Contractor shall submit their proposal with the required information, utilizing the COST PROPOSAL forms provided and supplying all the required information.
- C. Contractors are required to provide all requested information. **Proposal should be submitted in a sealed envelope showing the Contractor's name, business address, proposal title, date and time of opening on the front of the envelope.** Only information provided inside this envelope will be considered, unless otherwise instructed. Failure to follow this instruction or any other instruction contained in this Request for Proposals may result in the rejection of your proposal.
- D. Complete withdrawal or complete exchange of proposal is acceptable, only if done before scheduled opening.
- E. All proposals must be signed by an authorized official of the Contractor.

### **11. SECURITY (BID) BOND PERFORMANCE BOND**

#### ***Contractors are required to submit a Security Bond with their proposal***

1. All proposals require a security (bid) bond or certified check in an amount equal to \$1,000. Security bonds must be executed by a corporate surety licensed under the laws of Indiana to

## **VENDOR INSTRUCTIONS**

execute such bonds. The surety must be a corporate surety authorized to do business in Indiana and Power of Attorney must accompany the security bond.

2. All proposals not accompanied by a security bond or a certified check, payable to the Evansville Vanderburgh County Purchasing Department, will be rejected as non-responsive.
3. Contractors wishing the return of the security bond should include a self-addressed stamped envelope with their Proposal. The requested document will be returned as soon as possible upon successfully entering into contract negotiations with a selected Contractor.

### ***Contractors may be required to submit a Performance Bond during contract negotiations.***

1. In the event that the City enters into final contract negotiations with a Contractor, the City reserves the right to require Contractor to provide a performance bond in the amount of Ten Thousand Dollars (\$10,000.00), which may be used to satisfy any direct damages to the City resulting from Contractor's failure and/or refusal to engage in good faith negotiations and/or honor the terms of its proposal and/or contract. The bond must remain in effect for the duration of the contract. The Performance Bond is to be posted with the Purchasing Department within ten (10) business days after award.

In place of the bond, a certified check or cashier's check in the full amount of the contract may be provided. Such deposits must be filed with the executed contract documents and made a part thereof. It shall be the responsibility of the Contractor to include the cost

## **12. TERMS OF RESULTING CONTRACT**

The duration of this Contract shall be for five (5) years from the start of the go live of the App, unless sooner terminated for cause as provided in the contract. METS understands that the selected vendor will require time to mobilize once the contract is awarded. METS may incrementally extend the period of performance up to an additional sixty (60) months. The agency may make changes to underlying fixed-route service within the zone, and work with the selected vendor to modify the initial service design during this period and any subsequent extensions.

## **13. DEFAULT AND TERMINATION OF CONTRACT**

The successful Contractor shall assume full responsibility for implementing METS Mobile Ticketing Services. Should the successful Contractor fail to perform within the agreed upon time frame, the City reserves the right to contact another Contractor for the services.



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Should the successful Contractor fail to correct any condition which is in violation of the terms of the contract(s), within 24 hours after having been notified by the Owner, the Owner may declare the contract(s) in default and terminate same immediately.

Contractor's failure to correct a written notice of failure to comply with the terms of contract(s) within 10 days shall be grounds for the City to terminate the contract(s).

### **14. WITHHOLDING PAYMENT**

In the event a contract is cancelled under any provision herein, the City may withhold from the successful Contractor any monies owed on that or any contract, an amount sufficient to compensate for damages suffered because of the violation resulting in cancellation.

### **15. INDEMNIFICATION**

The successful Contractor shall indemnify, defend and hold harmless the City and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work; and caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

In any and all claims against the City, or any of their agents or employees by any employee of the successful Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the successful Contractor or any subcontractor under Workmen's Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts.

### **16. DISCLOSURE**

Contractor shall disclose all material facts with its proposal submission pertaining to any adverse information of the Contractor or its principals and key employees whom will be providing services under the advertising contract, including:

- a. Felony convictions within the last 5 years;
- b. Bankruptcies discharged within the last 7 years;
- c. Tax liens assessed within the last 5 years; or
- d. Claims filed against either the City or any City department within the last 5 years.

## **VENDOR INSTRUCTIONS**

This disclosure shall not apply to any person or entity that is a stockholder owning less than twenty percent (20%) of the outstanding shares of a Contractor whose stock is publicly owned and traded.

Contractor shall also disclose any civil conviction or pending civil litigation involving contract performance during the last five (5) years anywhere in the United States against the Contractor or any business controlled by or affiliated with Contractor.

The Board of Public Works may reject, at its sole discretion, any Contractor it finds to lack honesty, integrity or moral responsibility, or whose present or former executive employees, officers, directors, stockholders, or partners are found to lack honesty, integrity or moral responsibility. The City of Evansville's finding may be based on the disclosure required herein, the City's own investigation, public records, or any other reliable source of information. The City may also reject any Contractor failing to make the disclosure required herein. By submitting a proposal, Contractor recognizes and accepts that the Board of Public Works may reject any proposal at its sole discretion. The Contractor waives any claim it might have for damages or other relief arising from the rejection of its proposal, or resulting directly or indirectly from the rejection of its proposal based on these grounds, or from the disclosure of any pertinent information relating to the reasons for rejection of its proposal.

### **17. PROTESTS**

Protests will be accepted from prospective bidders or offerors whose direct economic interest would be affected by the award of a contract or by failure to award a contract.

METS Director will consider all protests or objections filed in a timely manner regarding the award of a contract, whether submitted before or after award. If the protest is oral and the matter cannot be otherwise resolved, written confirmation of the protest will be requested. Protest submissions should be concise, logically arranged, and clearly state the grounds for the protest. Protests must include at least the following information:

- Name, address, and telephone number of protester.
- Identification of the solicitation or Contract number.
- A detailed statement of the legal and factual grounds of protest, including copies of relevant documents.
- A statement as to what relief is requested.

Protests must be filed with METS in accordance with its procedures and time requirements. The protest to METS must be complete and contain all the issues that the protester believes relevant. Failure to include an issue in the protest to METS will preclude raising the issue to FTA, if the protest is appealed to that agency. Following an adverse decision by METS, the protester may file a protest with FTA under certain limited circumstances listed in paragraph below, if the Contract is being funded by an FTA grant.

#### **Protests Before Award**

Bid protests regarding restrictive specifications or alleged improprieties in the solicitation must be submitted in writing three (3) business days prior to bid opening or closing date for receipt of proposals. If the written protest is not received by the time specified, award may be made in the normal manner unless the Director, upon investigation, finds that remedial action is required, in which event such action should be taken. Oral protests not followed up by a written protest will be disregarded.

## **VENDOR INSTRUCTIONS**

Notice of a protest and the basis therefore will be given to all bidders or offerors who have a reasonable prospect of receiving an award. In addition, when a protest against the making of an award is received and the Director determines to withhold the award pending disposition of the protest, the bidders or proposers whose bids or proposals might become eligible for award should be requested, before expiration of the time for acceptance of their bids or proposals, to extend the time for acceptance (with consent of sureties, if any) to avoid the need for re-advertising. METS will provide a written response to each material issue raised in the written protest.

Where a written protest against the making of an award is received in the time specified, award will not be made prior to five (5) business days after resolution of the protest or, if a protest has been filed with FTA while the protest is still pending, unless METS determines that:

1. The items to be procured are urgently required;
2. Delivery or performance will be unduly delayed by failure to make award promptly; or
3. Failure to make award will otherwise cause undue harm to METS or the Federal Government.

If award is made, the Director will document the file to explain the need for an award, and will give written notice of the decision to proceed with the award to the protester and, as appropriate, to others concerned.

### **Protests After Award**

A protest after award must be made in writing and received by the Director within three (3) business days after the posting of the Notice of Award is made to participating bidders. Protests will only be considered for reasons other than restrictive specifications or alleged improprieties in the solicitation.

### **Appeals or Requests for Reconsideration**

Appeals and requests for reconsideration must be sent to the CEO within five (5) business days after issuance of a final decision by the Director. The CEO will issue his decision within ten (10) business days after receipt.

### **Protests to FTA**

Under certain limited circumstances, an interested party may protest to FTA the award of a Contract pursuant to an FTA grant. FTA's review of any protest will be limited to:

- A METS failure to have or follow its protest procedures, or its failure to review a complaint or protest; or
- Violations of Federal law or regulation.

## **VENDOR INSTRUCTIONS**

### **Time for Filing**

1. Protesters shall file a protest with FTA not later than five (5) business days after a final decision is rendered under METS protest procedure. In instances where the protester alleges that METS failed to make a final determination on the protest, the protesters shall file a protest with FTA not later than five (5) business days after the protester knew or should have known of METS failure to render a final determination on the protest.
2. METS shall not award a contract for five (5) business days following its decision on a bid protest except in accordance with the provisions and limitations. After five (5) business days, METS shall confirm with FTA that FTA has not received a protest on the Contract in question.

### **Submission of Protest to FTA**

A protestor must exhaust all administrative remedies with METS by following the protest procedures to completion, before appealing to FTA.

1. Protests to FTA should be filed in accordance with FTA Circular 4220.1F (as periodically updated) with the FTA Regional Office. A concurrent copy of the protest must be sent to METS.
2. The protest filed with FTA shall:
  - Include the name and address of the protestor.
  - Identify the METS project number and the number of the Contract solicitation.
  - Contain a statement of the ground for the protest and any supporting documentation. This should detail the alleged failure to follow protest procedures or the alleged failure to have procedures and be fully supported to the extent possible.
  - Include a copy of the local protest filed with METS and a copy of METS decision, if any.

### **Contract Schedule**

The period of performance will be five years from the go live of the Mobile Ticketing Service, with an anticipated start date of July 1, 2026. METS understands that the selected vendor will require time to mobilize once the contract is awarded. METS may incrementally extend the period of performance up to an additional five years. The agency may make changes to underlying fixed-route service within the zone, and work with the selected vendor to modify the initial service design.

### **2.0 Scope of Work**

Customer service is an essential part of all METS transportation options. Providing a service like Mobile Ticketing requires the skills, attitudes, aptitudes, and sensitivities necessary as both METS and its customers work to understand the new service. METS strives to develop, maintain, and sustain successful partnerships with our contractors. METS seeks proposals from qualified vendors for design, installation, training, hosting, and ongoing technical support for a complete mobile ticketing system, including back-end, web-based software for use by METS personnel. The selected vendor shall provide all supervision, labor, materials, supplies, tools, transportation, and equipment necessary to perform the scope of the project. METS will provide SIM cards for data however provider is to include any routers if necessary. **All service design parameters described are subject to change based upon METS and vendor recommendations during final design, implementation, and subsequent deployment.**

## **VENDOR INSTRUCTIONS**

### **Hardware & Software Warranty and Maintenance**

Each Bidder must submit proposed terms and conditions governing hardware warranty and software maintenance. A sample contract is recommended but not required. Any details on the terms of the warranty and maintenance agreement should be specified as necessary. Details on what is included under Warranty or Maintenance must be specified.

### **Price Proposal**

Bidders are required to provide pricing. Pricing can be structured as the Bidder sees fit but must include all upfront or capital costs and all recurring or ongoing fees for years one through five. Any optional items must be labelled as such.

Details on each line item or a breakdown of the proposed solution by price can be provided.

### **Contractual Exceptions & Required Forms**

Bidders must provide a list of any exceptions to contractual terms or conditions in the RFP.

A sample contract is appreciated but not required.

## **APPENDIX A**

### **Technical Requirements Checklist**

Bidders are required to complete the Technical Requirements section (Appendix A) by indicating for each requirement if the proposed system complies using the following instructions. Comments should be included for anything that is a “Partial Comply” or “Non-Compliant”. No Comments are required for anything that is a Comply.

There is no number of Partial complies or Non-Compliants that will result in immediate disqualification. Instead scoring will be based on a curve. The respondent with the greatest number of Complies will be given the highest scoring in this category. That scoring will be associated with their number of Complies, and all other respondents will receive a scoring percentage that is their number of Complies divided by the highest scored respondents’ number of Complies. The greatest number of Complies will be calculated such that each Comply is worth 1 point, each Partial Comply is worth .5 point, and each non-compliant is worth -1 point.

<b>Response</b>	<b>Description</b>
<b>Comply</b>	The proposed solution complies with the requirement entirely.
<b>Non-Compliant</b>	The proposed solution does not comply with the requirement.
<b>Partial Comply</b>	The proposed solution partially complies with the requirement, or the proposed solution provides an alternative to address the core business need. Comments must be provided outlining the alternative otherwise it will be considered non-compliant.

## **APPENDIX A**

### **Appendix A**

<b>Question Number</b>	<b>Question</b>	<b>Response</b>	<b>Notes and Comments</b>
<b>Section 1: Project Requirements &amp; General System Requirements</b>			
1.1.	Bidder can meet all requirements in Scope of Work?		
1.2.	As part of the project, the Bidder will provide the following: - Installation of all software - Installation of all bidder provided in-vehicle hardware - pilot test on a portion of the fleet in a live system, prior to full rollout, which tests all real-time functionality		
1.3.	Bidder must provide support during the Go-Live of the proposed solution.		
1.4.	Bidder must provide in person training, and must utilize a trainer with more than 1 year experience working with the proposed solution		
1.5.	Software allows METS to modify fare options including multiple fare types and free days?		

## **APPENDIX A**

<b>Question Number</b>	<b>Question</b>	<b>Response</b>	<b>Notes and Comments</b>
1.6.	The Bidder must offer a cloud-based solution for the proposed software		
1.7.	Does software allow METS to access data that is obtained through the mobile pass system including information on date, time, and location of ticket activation.		
1.8.	The proposed solution must work with Windows 11 operation system or newer		
1.9.	If browser based, the proposed solution must work with all modern web browsers, such as: Safari, Chrome, Microsoft Edge, etc.		
1.10.	Unbanked and non smartphone users are able to use product.		



## **APPENDIX A**

<b>Question Number</b>	<b>Question</b>	<b>Response</b>	<b>Notes and Comments</b>
1.11.	Bidders must provide 24/7 Customer Care support for METS and Users. Please describe		
1.12.	Bidders must provide recurring training as a part of their maintenance program.		
1.13.	Bidder must provide access to all up to date training material during implementation and perpetually as a part of maintenance.		
1.14.	Bidder must offer a customer service web portal for support tickets and to access recurring training, training materials, and other solution information.		
1.15.	Maintenance must include free software upgrades, patches, and bug fixes.		

## **APPENDIX A**

<b>Section 2: App</b>			
<b>Question Number</b>	<b>Question</b>	<b>Response</b>	<b>Notes and Comments</b>
2.1.	App must be available in both Google Play and Apple App stores.		
2.2.	App must be free to download with the “seller” being the provider not METS.		
2.3.	App must display in English and Spanish.		
2.4.	App must include METS branding.		
2.5.	App must adhere to guidelines of Universal Design and WCAG 2.1 to ensure all users, regardless of ability or disability, are able to access the app.		
2.6.	App must allow users to purchase, store, and present bus passes on a mobile device.		
2.7.	App must allow users to purchase and share non-activated passes to other user accounts.		
2.8.	App must allow users to activate purchased tickets in offline mode.		
2.9.	App must utilize account-based fare payment processing with multiple payment options, including credit card, debit card, mobile wallet technology, and cash for unbanked users.		
2.10.	App must include fraud prevention features to prevent counterfeit passes.		

## **APPENDIX A**

<b>Section 3: Onboard Hardware</b>			
<b>Question Number</b>	<b>Question</b>	<b>Response</b>	<b>Notes and Comments</b>
3.1	Equipment must integrate with SPX Genfare Odyssey fareboxes.		
3.2	Validator must work both offline and online. It must store information if the vehicle enters a dead zone so that once the tablets re-establishes a cellular connection the data is transmitted.		
<b>Section 4: Reporting and Software</b>			
<b>Question Number</b>	<b>Question</b>	<b>Response</b>	<b>Notes and Comments</b>
4.1	Software must allow period-based ridership and fare revenues reporting for NTD, state reports, grants, public board, and other reporting purposes.		
4.2	Software must allow ability to run reports with detailed usage and sales data for planning purposes, such as usage summary, user statistics, ticket statistics, and revenue summaries; and that reports be sortable by numerous fields, e.g. pass type, transit partner, dates of sales, dates of usage.		
4.3	Software must allow creation of custom reports.		
4.4	Software must allow exporting to Excel.		
4.5	Software must allow refunds.		
4.6	Software must allow Fare Capping.		
4.7	System must allow open payment capability for contactless EMV (cEMV) payment integrated with automated fare validation/collection solution?		

## **APPENDIX A**

### **Section 5: Additional Requirements**

<b>Question Number</b>	<b>Question</b>	<b>Response</b>	<b>Notes and Comments</b>
5.1	METS shall own any data generated through the mobile ticketing application, including ridership and sales data.		
5.2	Selected firm shall supply METS with branded marketing materials for various media formats, including: interior bus posters, full-size posters, newspaper ads, brochures, mailers, webbased banners.		
5.3	Mobile ticketing application shall have the capability to integrate with other mobility technology platforms. The mobile ticketing system shall be capable of updating and incorporating new features as industry technology advances.		
5.4	Passenger ride cards shall be METS branded and provider must include 5,000 cards at start up.		

## **PROPOSAL EVALUATIONS and CITY CLAUSES**

### **PROPOSAL EVALUATIONS**

The Request for Proposals shall be awarded to the most responsive, responsible offeror whose proposal is determined in writing to be the most advantageous to the governmental body, taking into consideration price and the other evaluation factors set forth in the RFP.

In determining whether an offeror is responsive, the following factors will be considered:

1. Whether the offeror has submitted an offer that conforms in all material respects to the specifications
2. Whether the offeror has submitted an offer that complies specifically with the solicitation and the instructions to offeror
3. Whether the offeror has complied with all applicable statutes, ordinances, resolutions, or rules pertaining to the award of a public contract

In determining whether an offeror is responsible, the following factors will be considered:

1. The ability and capacity of the offeror to provide the service.
2. The integrity, character and reputation of the offeror.
3. The competency and experience of the offeror.

While proposed price of services requested will be relatively important, it is not to be considered the only evaluation factor in determining the winning proposal.

#### **A. Process of Contractor Evaluation**

An evaluation team will evaluate proposals on a variety of qualitative criteria as specified below (IC 5-22-9-2).

### **PROPOSAL EVALUATIONS and CITY CLAUSES**

Each area worth 10 pts shall be scored on a scale of 0-10 as outlined in the graphic below.

Score	Characteristics
0	Submission is unacceptable
1-4	Submission is not adequate, misses key requirements
5-9	Submission meets basic expectations and requirements
10	Submission meets and exceeds expectations and requirements

Each area worth 15 pts shall be scored on a scale of 0-15 as outlined in the graphic below.

Score	Characteristics
0	Submission is unacceptable
1-7	Submission is not adequate, misses key requirements
8-14	Submission meets basic expectations and requirements
15	Submission meets and exceeds expectations and requirements

Each area worth 20 pts shall be scored on a scale of 0-20 as outlined in the graphic below.

Score	Characteristics
0	Submission is unacceptable
1-9	Submission is not adequate, misses key requirements
10-19	Submission meets basic expectations and requirements
20	Submission meets and exceeds expectations and requirements

Each area worth 25 pts shall be scored on a scale of 0-25 as outlined in the graphic below.

Score	Characteristics
0	Submission is unacceptable
1-12	Submission is not adequate, misses key requirements
13-24	Submission meets basic expectations and requirements
25	Submission meets and exceeds expectations and requirements

## **PROPOSAL EVALUATIONS and CITY CLAUSES**

Each area worth 30 pts shall be scored on a scale of 0-30 as outlined in the graphic below.

Score	Characteristics
0	Submission is unacceptable
1-15	Submission is not adequate, misses key requirements
16-29	Submission meets basic expectations and requirements
30	Submission meets and exceeds expectations and requirements

Members of the scoring committee are: Transportation and Services Executive Director, METS Director, METS Superintendent, City of Evansville Purchasing Department Representative, METS Bus Operator or Maintenance Team Member.

The scoring committee includes staff from METS and City of Evansville Purchasing Department.

The areas to be scored are as follows:

- **Proposal Content - 20%**
- **Exhibits 30%**
- **Cost Proposal – 15%**
- **Desired Features and Answers to Questions in Appendix A -25%**
- **Required Forms Appendix B – 10%**

Five areas to be scored make a maximum total = 100 points. Based on the review of each area by each committee member, the total score will be sum of all areas. The total score for all areas by each committee member will be added together to be the sum total of points for each Contractor. The total points for each Contractor will be divided by 5 (the number of committee members). That average score will be used to compare/select/award the purchase of the software Contractor.

The Owner reserves the right to reject any or all proposals or to make no award. The Owner reserves the right to conduct discussions with Contractors for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. The Owner further reserves the right to waive any and all formalities or irregularities in quoting.

The Owner may award based on initial proposals received, without discussion of such proposals. However, selected Contractors may be invited to make oral presentations to the evaluation team.

The Purchasing Department and/or members of the evaluation team for this RFP reserve the right to physically inspect the Contractors facility at any time prior to award and throughout the contract.

## **PROPOSAL EVALUATIONS and CITY CLAUSES**

### **1. SUMMARY OF EVALUATION PROCESS**

**Step 1** - Once all proposals are opened, they will be retained by the Purchasing Department to review for responsiveness. This includes, but may not be limited to, ensuring that proposals meet the requirements outlined in Paragraph 7 PROPOSAL FORMAT AND FORMS.

**Step 2** - Once proposals are deemed “Responsive,” the top submissions will be asked to present to the committee in person or virtually. Once presentations are completed the committee may answer each other’s questions and may also request to contact an Agency that is utilizing the Contractors software for purposes of observation and demonstration, ask for presentation, and/or ask for clarification questions be sent to Contractors. The committee could also decide further presentations are needed.

**Step 3** – Individual members of the committee will take each proposal into consideration and score. Scores will then be submitted to the City Purchasing Department to be calculated. Individual scores will be weighted in accordance with the assigned scoring scale on page 24 of this RFP and subsequently combined to obtain an overall average score

If a tie results, committee members will be allowed to revise their individual scores. They will be asked to provide reasoning for these changes in written form.

The weighted individual scores will then be combined again and the average score will determine the proposed successful Contractor.

**Step 4** - This information will be taken to the Board of Public Works as a recommendation of award and the Board will decide whether to accept.

### **2. PRESENTATIONS**

If a contractor is asked to present any cost is at their own expense. Contractors may be required to make presentations and/or provide written clarifications of their responses at the request of the municipality.

### **3. RIGHT OF REFUSAL**

The municipality reserves the right to reject all RFPs in their entirety. Furthermore, the Board/City reserves the right to hold the quote of the three (3) lowest Contractors for a period of sixty (60) calendar days from and after the time of the opening. The municipality reserves the right to award the contract in any manner deemed in the best interest of its citizens.



## **PROPOSAL EVALUATIONS and CITY CLAUSES**

### **4. SUBCONTRACTORS**

The Owners intend to contract with one prime Contractor who will be solely responsible for contractual performance. In the event the prime Contractor utilizes one or more subcontractors, the prime Contractor will assume any/all responsibility for performance of services by the subcontractor(s). Additionally, the City of Evansville must be named as a third party beneficiary in all subcontracts.

A list of all subcontractors proposed to take part in the performance of the contract must be provided to the City of Evansville for approval prior to contract execution. This request may require that sufficient financial or background information pertaining to included subcontractors be provided.

To the degree available, the subcontractor list and corresponding financial/background information should be included in an appendix with the proposal response.

The City of Evansville reserves the right to limit and/or reject any and all subcontractors.

### **5. E-VERIFY PROGRAM**

Pursuant to Indiana Code 22-5-1.7-11 (b)(2) the Contractor shall provide documentation that it has enrolled and is participating in the E-Verify Program (see Indiana Legal Employment Declaration form). Contractor is required to submit proof from the E-Verify Program that it is currently enrolled in the Program. An example of confirmation is the confirmation e-mail received from E-Verify that the Contractor has successfully enrolled in E-Verify.

### **6. TAXES**

The City of Evansville is exempt from Federal, State, and Local Taxes and will not be responsible for any such taxes in connection with the award or performance of this contract.

### **7. LICENSES AND PERMITS**

The successful Contractor or Contractors shall furnish the City of Evansville upon request any and all documentation regarding licenses, permits, certifications and/or registrations required by the laws and regulations of the City of Evansville, Vanderburgh County, the State of Indiana and the United States of America.

The Contractor certifies that it is now and will remain in good standing with the aforementioned governmental agencies and that it will maintain its licenses, permits, certifications and/or registrations in force during the term of the contract/agreement with the City of Evansville, Vanderburgh County, Indiana.

Contractors shall comply with all applicable Federal, State, and Local laws, ordinances and regulations applicable to the bidding and performance of the contract(s).

## **PROPOSAL EVALUATIONS and CITY CLAUSES**

### **8. USE OF THE CITY OF EVANSVILLE'S NAME**

Upon entering an agreement, the successful Contractor or Contractors agree not to use the name of the City of Evansville, or any Department, in relation to the agreement within any commercial advertising, trade literature and/or press releases without prior written consent from the City of Evansville.

### **9. INCORPORATED BY REFERENCE**

This Request for Proposal (RFP) distributed by the City of Evansville, including any other required terms, will be incorporated by reference and made a part of any resulting contract, except that any material approved by the City as confidential will not be publicly disclosed.

### **10. CHOICE OF LAW AND VENUE**

Any and all actions or proceedings arising out of, or related to, this RFP and any resulting contract shall be governed by and construed in accordance with the laws of the State of Indiana. Submission of this proposal by Contractor constitutes consent and stipulation to jurisdiction and venue in the Circuit Court of Vanderburgh County, Indiana, concerning all litigation and proceedings arising out of or related to this RFP and any resulting contract.

### **11. ADVERSARIAL PARTIES**

Any party responding to a bid, Request for Proposal, or quote for any contract with the City of Evansville shall be required to disclose any current adversarial litigation, contract dispute, or other adversarial proceeding against the City of Evansville.

Any such disclosure of current adversarial litigation, contract dispute or other adversarial proceeding against the City of Evansville shall be considered a factor in determining the qualification, responsiveness and responsibility of such party in responding to a bid, quote, or Request for Proposal; and the matter shall be referred to the City Law Department for investigation and recommendation to the Board prior to the award of any contract.

The Board shall consider the report and recommendation of the City Law Department in determining the qualifications, responsiveness and responsibility of each such party in awarding any contract.

### **12. FINAL DETERMINATION**

All final determinations with respect to whether a Contractor is responsive and responsible shall be made by the Board of Public Works. The final decision and selection of a Contractor shall be made by the Board of Public Works, in their sole discretion.

**EQUAL EMPLOYMENT OPPORTUNITY**  
(Signed form must be submitted with Proposal)

During the performance of the contract, the contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age or disability. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or disability. 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. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of the nondiscrimination clause.

2. The Contractor agrees that all services, facilities, activities and programs provided as part of this contract will meet the requirements of the American's with Disabilities Act and the rules and regulations promulgated there under.

3. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age or disability.

4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advertising, the labor union or workers' representative of the Contractor's commitments under the Equal Employment Opportunity Section of this contract, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further City contracts.

\_\_\_\_\_  
Contractor Representative (please print)

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Contractor Address

\_\_\_\_\_  
Date



# **INDIANA LEGAL EMPLOYMENT DECLARATION**

**(Signed form must be submitted with Proposal)**

The State of Indiana has enacted a law (I.C. 22-5-1.7-11) requiring all state agencies and political subdivisions request verification from their Contractors that their employees are legally eligible to work in the United States. This Declaration serves as notice that all Contractors doing business with the City of Evansville must, as a term of their contract:

1. Enroll in and verify the work eligibility status of newly hired employees of the Contractor through the E-Verify programs (but is not required to do this if the E-Verify program no longer exists); and
2. Verify, by signature below, that the Contractor does not knowingly employ unauthorized aliens.

I, \_\_\_\_\_, a duly authorized agent of \_\_\_\_\_ (name of Company), declare under penalties of perjury that \_\_\_\_\_ (name of Company) does not employ unauthorized aliens to the best of its knowledge and belief.

\_\_\_\_\_  
(Name of Company)

By: \_\_\_\_\_  
(Authorized Representative of Company)

Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires: \_\_\_\_\_

County of Residence: \_\_\_\_\_

\_\_\_\_\_  
Notary Public – Signature

\_\_\_\_\_  
Notary Public – Printed Name

**PLEASE SEE <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES> FOR INSTRUCTIONS AND ELECTRONIC REGISTRATION FOR E-VERIFY.**



## NON-COLLUSION AFFIDAVIT

STATE OF INDIANA )  
 ) ss:  
\_\_\_\_\_ COUNTY)

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by bidder, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

Bidder further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

\_\_\_\_\_  
Bidder (Firm)

\_\_\_\_\_  
Signature of Bidder or Agent

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

My Commission Expires: \_\_\_\_\_

County of Residence: \_\_\_\_\_





## **CONFLICT OF INTEREST / FAMILIAL DISCLOSURE FORM**

**Project:** \_\_\_\_\_

**ALL Contractors** must complete this Conflict of Interest Familial Disclosure Form and must attach the completed form to the proposal.

I affirm that no principal, representative, agent, employee, Contractor or potential subcontractors, or other acting on behalf of or legally capable of acting on the behalf of the Contractor (a "Contractor Party"), is currently an employee of the City of Evansville ("City"), any City department or a member of any City Board or Council; nor will any such person connected to the Contractor be privy to any City information which may constitute a conflict of interest; or, if such a conflict or relationship does exist, I have disclosed the nature of the relationship or conflict below.

By the attached sworn and notarized statement we are disclosing the following familial relationship(s) that exists between a Contractor Party and any employee or member of any City Department or board.

As the Contractor, I understand that completing this form and self-disclosing potential conflicts of interest does not necessarily disqualify a Contractor, but aids in identifying conflicts of interests which must be addressed pursuant to I.C. 35-44.1-1 et al. Further, the City will insure that any individuals identified with a potential conflict will not be allowed to participate in the scoring or evaluation of the proposal packages, to insure the integrity of the process.

The following is a list of individuals who may pose a potential conflict of interest as described above. Please provide the name, relationship with the City and the nature of the potential conflict, or if applicable: "NONE" :

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**Signature(s):** \_\_\_\_\_

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

**Contractor/Bidder:** \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

**BEFORE ME**, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_, who having been duly sworn, acknowledged and affirmed that they did sign said instrument as such officer or authorized agent for and on behalf of \_\_\_\_\_, and by authority granted by such entity, that the same is their free act and deed and the free act and deed of said entity.

**WITNESS** my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

My commission expires:

Notary Public

My County of residence is:

\_\_\_\_\_ County, State of \_\_\_\_\_

\_\_\_\_\_  
Name of Notary Public



# ***COST PROPOSAL***

## **VENDOR PAGE**

**(THIS SHOULD BE THE FIRST PAGE OF YOUR BID)**

**Proposals are to be received** before 1:30 p.m. CDT on Thursday, May 2, 2024

# RFP-007-25-25

### **PRICE for METS Mobile Ticketing Services:**

\$ \_\_\_\_\_ (Numeric)

\$ \_\_\_\_\_ (Written)

Supplier: \_\_\_\_\_

COMPANY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

EMAIL: \_\_\_\_\_



## ***CERTIFICATE OF RESTRICTIONS ON LOBBYING***

### **CERTIFICATION OF RESTRICTIONS ON LOBBYING**

I, \_\_\_\_\_, of \_\_\_\_\_,

Name & Title

Name of Firm

hereby certify 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, "Disclosure Form to Report Lobbying," in accordance with its instruction as amended.
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.
4. The undersigned acknowledges that this certification is a material representation of fact, upon which reliance is placed at the time that the transaction concerned herewith was made or entered into, and that submission of this certification is a prerequisite for making or entering into such transaction imposed by Section 1352, Title 31, U.S. Code as amended. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000, and not more than \$100,000 for each such failure.
5. The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 US Code A3801, et seq., apply to this certification and disclosure, if any.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

Signature & Title of Authorized Official



***BUILD AMERICA BUY AMERICA***



601 John Street

Evansville, Indiana 47713

Phone (812) 435-6166

TTY relay assistance (800)743-3333

Fax (812) 435-6159

Todd M Robertson  
Executive Director

STEPHANIE TERRY  
Mayor

Jonathan M Siebeking  
Director

As a bidder for the project listed below, I certify that I have read, understand, and will comply with the “Build America, Buy America” provisions as required by federal law. Furthermore, I understand that BABA provisions apply to any and all portions of this project, including subcontracted portions and that I certify to the best of my knowledge and belief that I will identify domestic sources of BABA-covered products, provide verification documentation for BABA-compliance, and when needed provide waiver documentation per current EPA guidance. I understand that a false statement on this certification may be grounds for rejection or termination of any award.

For more information please visit <https://www.transit.dot.gov/buyamerica>

**Name of Project:** \_\_\_\_\_

**Name of Vendor:** \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_  
Printed Name of Person Giving Acceptance of Required BABA Clauses

\_\_\_\_\_  
Date: \_\_\_\_\_  
Signature of Person Giving Acceptance of Required BABA Clauses





## FEDERAL DOCUMENTS



Todd M Robertson  
Chief Executive Officer

STEPHANIE TERRY  
Mayor

Jonathan M Siebeking  
Director

### METS REQUEST FOR PRICE QUOTES.

If vendor price quote is accepted by METS, vendor agrees to follow the specific third party contract provisions required for each third party contract including requirements that each third party contractor extend those provisions to the third party contractor's subcontractors according to *FTA Required Federal Clauses, Circular 4220.1F*, and according to 49CFR and 2 CFR 200.

**Name of Project:** MET MOBILE TICKETING SERVICES **Date Quotes Sent:** \_\_\_\_\_

**Name of Vendor:** \_\_\_\_\_

**Date of Quote:** \_\_\_\_\_

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

Printed Name of Person Giving Quote & Acceptance of Required Federal Clauses in Appendix A1

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

Signature of Person Giving Quote & Acceptance of Required Clauses in Appendix A1

Date Quote Received back from vendor \_\_\_\_\_ By: \_\_\_\_\_

Procurer from METS

This purchase is to conform to 49 CFR Part 18 and 2 CFR 200.

If the above transaction exceeds \$25,000, has METS Procurer searched the System for Award Management (SAM) website (<https://www.sam.gov/>) to ensure that excluded parties do not participate in the above transactions? YES \_\_\_\_\_ NO \_\_\_\_\_. Manager must attach printout of the results of the search.

Phone (812) 435-6166  
TTY relay assistance (800) 743-3333

801 John Street  
Evansville, Indiana 47713

Fax (812) 435-6159  
[www.evansville.in.gov/METS](http://www.evansville.in.gov/METS)

## ***FEDERAL DOCUMENTS***

### **ACCESS TO RECORDS AND REPORTS**

1. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records. (a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

2. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

3. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract in accordance with 2 CFR § 200.337.

4. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

### **AMERICANS WITH DISABILITIES ACT(ADA)**

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

### **BUY AMERICA REQUIREMENTS**

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661 and 2 CFR § 200.322 Domestic preferences for procurements, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7.

Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as

## ***FEDERAL DOCUMENTS***

implemented by the U.S. Office of Management and Budget, the U.S. Department of Transportation, and FTA. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C), 49 U.S.C. § 5323(u) and 49 C.F.R. § 661.11. Domestic preferences for procurements

The bidder or offeror must submit to the Agency the appropriate Buy America certification. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive. For more information please see the FTA's Buy America webpage at: <https://www.transit.dot.gov/buyamerica>

### **CARGO PREFERENCE REQUIREMENTS**

The contractor agrees:

- a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA Recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and
- c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

### **CHANGES TO FEDERAL REQUIREMENTS**

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

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

### **CIVIL RIGHTS LAWS AND REGULATIONS**

## ***FEDERAL DOCUMENTS***

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

The Contractor and any subcontractor agree to comply with all the requirements prohibiting discrimination on the basis of race, color, or national origin of the Title VI of the Civil Rights Action of 1964, as amended 52 U.S.C 2000d, and U.S. DOT regulation "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of the Title VI of the Civil rights Act," 49 C.F. R. Part 21 and any implementing requirement FTA may issue.

**1 Federal Equal Employment Opportunity (EEO) Requirements.** These include, but are not limited to:

a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.

b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

**2 Nondiscrimination on the Basis of Sex.** Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

**3 Nondiscrimination on the Basis of Age.** The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

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

### **Civil Rights and Equal Opportunity**

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this

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Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

**1. Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

**2. Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., 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. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, 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.

**3. Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA may issue.

**4.Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

**5.Promoting Free Speech and Religious Liberty.** The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

## **CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control

## ***FEDERAL DOCUMENTS***

Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of \$150,000:

### **Clean Air Act**

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

### **Federal Water Pollution Control Act**

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA."

## **DEBARMENT AND SUSPENSION**

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

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;

## ***FEDERAL DOCUMENTS***

- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

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

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

### **DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

*(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)*

It is the policy of the Agency and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

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

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

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

Finally, for contracts with defined DBE contract goals, the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency's written consent; and that, unless the Agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

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### **ENERGY CONSERVATION**

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

### **EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or



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pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

### **FLY AMERICA**

a) Definitions. As used in this clause—

1) "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. 2) "United States" means the 50 States, the District of Columbia, and outlying areas. 3) "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencies, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

#### **Statement of Unavailability of U.S.-Flag Air Carriers**

International air transportation of persons (and their personal effects) or property by U.S.-flag air

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carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

e) Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

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

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

### **NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

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

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

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

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

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

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

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

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

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

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

### **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.**

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- a. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
  1. Procure or obtain;
  2. Extend or renew a contract to procure or obtain;or
  3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
    - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company(or any subsidiary or affiliate of such entities).
    - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
    - iii. Telecommunications or video surveillance equipment or services procured or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- b. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure

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replacement equipment and services, and to ensure that communications service to users and customers is sustained.

c. See Public Law 115-232, section 889 for additional information.

d. See also § 200.471.

### **PROMPT PAYMENT**

*(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)*

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

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

### **RESTRICTIONS ON LOBBYING**

#### **Conditions on use of funds.**

(a) No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.

(c) Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any

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covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.

(d) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, whether that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

(e) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form if that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

### **Certification and disclosure.**

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

(1) Award of a Federal contract, grant, or cooperative agreement exceeding \$100,000; or

(2) An award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000.

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

(1) A Federal contract, grant, or cooperative agreement exceeding \$100,000; or

(2) A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000,

**Unless such person previously filed a certification, and a disclosure form, if required, under paragraph (a) of this section.**

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

(1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,

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(3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

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

(1) A subcontract exceeding \$100,000 at any tier under a Federal contract;

(2) A subgrant, contract, or subcontract exceeding \$100,000 at any tier under a Federal grant;

(3) A contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000; or,

(4) A contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement,

**Shall file a certification, and a disclosure form, if required, to the next tier above.**

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

(f) Any certification or disclosure form filed under paragraph (e) of this section shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31, U.S. Code.

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

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

## **SAFE OPERATION OF MOTOR VEHICLES**

### **Seat Belt Use**

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or Agency.

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### **Distracted Driving**

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

### **SIMPLIFIED ACQUISITION THRESHOLD**

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.327. The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America's eligibility and process requirements apply to any procurement in excess of \$150,000. 49 U.S.C. § 5323(j)(13).

### **SOLID WASTES (RECOVERED MATERIALS)**

A Recipient that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

### **SPECIAL NOTIFICATION REQUIREMENTS FOR STATES**

Applies to States –

a. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:

- (1) The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;
- (2) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and
- (3) The amount of federal assistance FTA has provided for a State Program or Project.

b. Documents - The State agrees to provide the information required under this provision in the following documents:



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- (1) applications for federal assistance,
- (2) requests for proposals or solicitations,
- (3) forms,
- (4) notifications,
- (5) press releases,
- (6) other publications.

### **TERMINATION**

#### Termination for Convenience (General Provision)

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

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

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

#### Opportunity to Cure (General Provision)

The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

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

#### Waiver of Remedies for any Breach

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

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### Termination for Convenience (Professional or Transit Service Contracts)

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

### Termination for Default (Supplies and Service)

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

### Termination for Default (Transportation Services)

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

If this contract is terminated while the Contractor has possession of Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

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

### Termination for Default (Construction)

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

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if: 1. The delay in completing the work arises from

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unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and 2. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract. 3. 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 Agency.

### **Termination for Convenience or Default (Architect and Engineering)**

The Agency may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Agency's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

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

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

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

### **Termination for Convenience or Default (Cost-Type Contracts)**

The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency and the parties shall negotiate the termination settlement to be paid the Contractor.

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

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

### **VIOLATION AND BREACH OF CONTRACT**

#### **Disputes:**

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

#### **Performance during Dispute:**

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

#### **Claims for Damages:**

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

#### **Remedies:**

Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the agencies authorized representative and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Agency is located.

#### **Rights and Remedies:**

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

### **OTHER RECOMMENDED CONTRACT REQUIREMENTS**

### **CONFORMANCE WITH ITS NATIONAL ARCHITECTURE**

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards pursuant to 23 CFR § 940. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS

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architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

### **FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS**

(1) The contractor certifies that it:

(a) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.

(2) Flow-Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

### **SEVERABILITY**

The Contractor agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.

### **TRAFFICKING IN PERSONS**

The contractor agrees that it and its employees that participate in the Recipient's Award, may not:

(a) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;

(b) Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or

(c) Use forced labor in the performance of the Recipient's Award or subagreements thereunder.