



City of Billings

Request for Proposals

For

MET TRANSIT
PARATRANSIT DEMAND RESPONSE
SCHEDULING AND DISPATCHING SOFTWARE SYSTEM

Paratransit Dispatching System Software



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Request For Proposals
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Section 1: General Information

Request For Proposals (RFP) Paratransit and Demand Response Scheduling and Dispatching System with Automatic Vehicle Location

THE ABOVE DESCRIPTION MUST APPEAR ON ALL PROPOSALS AND RELATED CORRESPONDENCE.

THIS IS NOT AN ORDER

RESPOND NO LATER THAN February 21, 2020 at 5:00 p.m. Mountain Time	RFP INITIATIVE: Paratransit and Demand Response Dispatching System with Automatic Vehicle Location	All vendors must respond in detail to each element of this RFP in order to be considered for contract award. Proposals shall be limited to twenty (20) pages in length; the proposing entities must submit three (3) copies of the proposal to the contact person at the address below.
Vendor Name:		SEND ALL CORRESPONDENCE TO THE CONTACT BELOW Lindsay Gran Transit Operations Supervisor 1705 Monad Rd Billings, MT 59101 Email: granl@billingsmt.gov PHONE: (406)657-8219 FAX: (406)657-8419



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Section 2: Objectives

This RFP is issued by City of Billings Aviation and Transit Department for the purpose of obtaining information and pricing regarding a Scheduling, Dispatching and Automatic Vehicle Location System for its Paratransit and Demand Response Services. It is the intent of Aviation and Transit to review and assess the RFP responses to determine if the responses from solicited vendors will meet the needs of the department.

Section 3: Information for Vendors

Disclaimer

This RFP does not form or constitute a contractual document. The City of Billings shall not be liable for any loss, expense, damage or claim arising out of the advice given or not given or statements made or omitted in connection with this RFP. The City also will not be responsible for any expenses which may be incurred in the preparation of this RFP. This RFP is not to be construed as a contract or commitment of any kind.

A sample City of Billings Service Agreement is included for reference as Attachment B.

Instructions to Vendors

EXAMINATION OF DOCUMENTS

Before submitting the proposals, the vendor shall:

- (a) Carefully examine the Standards and Specifications as well as all other attached documents;
- (b) Fully inform yourself of the existing conditions and limitations;
- (c) Include with the proposal sufficient information to cover all items required in the specifications.

PROPOSAL MODIFICATIONS

In addition to any other information and documentation requested in this RFP, any forms provided herein shall be included in the submitted proposal. Modifications, additions or changes to the terms and conditions of this request for proposals may be cause for rejection of the proposal. Proposals submitted without required forms may be rejected.

WITHDRAWAL OF PROPOSALS

Vendors may withdraw their proposal either personally or by written request at any time prior to the due date set for receiving proposals. No proposal may be withdrawn or modified after the due date and time, unless and until the award of the contract is delayed for a period exceeding ninety (90) days.

QUOTE VALID

The vendor must honor their proposal for a period of ninety (90) days after the RFP due date.

CERTIFICATION

Paratransit Dispatching System Software



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The vendor certifies that the proposal has been arrived at independently and has been submitted without any collusion designed to limit competition. The vendor further certifies that the materials, products, services and/or goods offered herein meet all requirements of the stated specifications and are equal in quality, value and performance with highest quality, nationally advertised brand and/or trade names.

FEDERAL TRANSIT ADMINISTRATION REQUIREMENTS

The vendor will be required to adhere to the Federal Requirements set forth in Attachment D.

INSURANCE REQUIREMENTS

The vendor certifies that it/they can comply with the City of Billings minimum insurance requirements of Commercial General Liability insurance in the minimum amounts of \$750,000 per claim and \$1,500,000 per occurrence, with the City being named as an additional insured. DISPOSITION OF PROPOSALS. Further specifics regarding insurance requirements may be found in Attachment C.

RECORDS AND MATERIALS

All materials submitted in response to this RFP become public records under Article II, Section 9 of the Montana Constitution and §§ 2-6-102 and 7-1-4144, MCA and may be distributed by written request pursuant to Montana’s Constitutional Right to Know or Public Records Acts.

Information provided in response to this RFP will be held in confidence and will not be revealed or discussed with competitors prior to award of Contract by Council. However, one copy of each proposal submitted shall be retained for the official files of the Department and will become public record after award of the Contract. Fee or Price schedules submitted, but not reviewed by the City, do not become a public record and shall only be retained for official files.

Records and materials that are constitutionally protected from disclosure are not subject to the provisions of this section.

The vendor understands that, if selected, the City reserves the right to provide its opinion publicly and privately regarding the Vendor’s performance.

QUESTIONS

Questions regarding the Request for Proposals contents must be sent to the contact person listed in Section 1 no later than 5:00 PM on February 12, 2020. Questions received after this deadline will not be answered.

RFP Submission

Upon the submission of the RFP response, the supplier acknowledges that all information is accurate and complete.

<u>RFP Process Timeline Estimate</u>	<u>Estimated Dates</u>
RFP first published and available	January 31, 2020
Proposals due by 5:00PM:	February 21, 2020
Evaluate and select:	March 06, 2020
Contract Award by City Council	March 23, 2020



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Section 4: RFP Evaluation and Selection Process

Initial Evaluation

Proposals received will undergo an initial review to determine:

- Compliance with instructions stated in the RFP
- Compliance with proposal submittal date

Follow-Up Evaluation

The evaluation committee will use the following evaluation criteria in ranking and selecting vendors for negotiation pursuant to this Request for Proposals:

1. Past experience with delivering similar services of similar size and complexity
 - a. Experience with and ability to provide a solution for a Paratransit and Demand Response Dispatching System to include scheduling and dispatching, management, reporting capabilities, customer facing information, and years of experience.
 - b. References
2. Ability of vendor to meet most or all requirements set forth in this document
 - a. Proposal's ability to address all elements of the RFP.
 - b. Vendor's understanding of the project objectives, methodology to be used and outcomes required by project.
 - c. Ability to fulfill specifications, Scope of Work, and agreement.
 - d. Ability for system to expand with future needs
3. Project plan to meet requirements
 - a. Technical details of the implementation along with hardware and software requirements, configurations and the expected input and support from the City's resources.
 - b. Availability and qualifications of assigned personnel.
 - c. Proposed timeline of project.
4. Cost
 - a. Proposals will be evaluated on pricing scheme as well as on their price in comparison to other proposals.
 - b. Both initial and on-going costs will be evaluated.
5. Ongoing support and maintenance
6. Training plan



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The Aviation and Transit Department reserves the right to conduct interviews and request in-depth demonstrations with all or some of the vendors at any point during the evaluation process. However, Aviation and Transit may determine these steps are not necessary. In the event interviews and demonstrations are conducted, information provided during the interview process shall be taken into consideration when evaluating firms using the above-stated criteria.

Aviation and Transit also reserves the right to make such additional investigation, as it deems necessary to establish the competence and financial stability of any firm submitting a proposal.

Section 5: Scope of Work

1.0 General

The Scope of Services describes, from a functional standpoint, elements of the software and technology systems that would aid us in our daily mission of providing quality demand response service in an efficient and economical manner. It is our intent to provide vendors the opportunity to offer proven software products with little customization so as to meet our implementation schedule. The specifications herein may not have addressed all functional elements of a particular vendor's software product/ITS technology. Such omissions are not intended to mean that we do not desire to have that functional element as part of the software or technology system(s) to be purchased under this procurement. A full- featured, functionally diverse software package is required. All submitted proposals must adhere to the following guidelines:

1. Include a Letter of Transmittal signed by the person(s) with the authority to bind the offer, to answer questions, or to provide clarification concerning submitted proposals;
2. Be prepared on 8 1/2" by 11" paper;
3. Include three (3) copies of proposal submittal;
4. Address, completely and accurately, the specifications and submission requirements found in this Request for Proposal (RFP);
5. Include completed accurately filled-in forms contained in this Request for Proposal (RFP);
6. Be mailed or otherwise delivered to the stated address before the time and date for proposal submission; and
7. The proposal must be submitted on the attached proposal form and must be signed by an owner, officer or agent who has the authority to bind the vendor to the prices stated in said proposal.

1.1.1 Submission of Supplemental Material

Vendors (also referred to herein as vendors, and/or vendors) will be permitted to submit any additional information they consider relevant to the project scope of work and the project at hand. Such supplemental materials, if submitted, should be in addition to the proposal, not contained in the proposal itself.

Minimum Requirements – Proposal Construction

At a minimum, each proposal should contain the following elements:

- ***Understanding of the Project*** - Based on information contained in this Request for Proposal (RFP), as well as information obtained in any subsequent addenda, and the vendor's own experience with similar operations, the vendor should indicate, in written narrative, how the software or technology proposed will facilitate the



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system's goals for providing cost efficient, customer responsive, demand response transportation operated by MET Transit to the general public and clients participating in related human service programs.

Vendors should demonstrate a thorough understanding of major client transportation programs, such as Medicaid and Title III of the Older Americans Act. Vendors should indicate how the scheduling software system can work to improve the transit system's handling of various tasks associated with service delivery, including, but not limited to: customer service functions, reservations, scheduling, dispatching, ADA compliance, billing, passenger tracking and statistics, reporting, and performance evaluation.

- **Software System/Technology Description** – Vendors should fully describe the software scheduling system being offered as part of this submission, along with any other ITS technologies the vendor may be proposing. Vendors should clearly state that the capabilities of each product and its suitability to the task of addressing scheduling software needs.

Vendors must list all software components or modules necessary to fully implement the project, including third party software necessary to complete the total installation (e.g., report generation software, SQL, back-up software, remote access software, etc.) required for a centralized solution. The technology must be 100% web based, not a web front on top of a PC based solution.

- **Implementation Plan** – Vendors should fully describe the proposed implementation plan, detailing all major milestones in the process. A proposed timeframe from notice-to-proceed through testing, de-bugging, and “live” operation should be developed as an integral part of this proposal. The implementation plan must clearly state the roles and responsibilities and the scheduling an integrated technology solution (scheduling software and MDTs). The software and ancillary equipment furnished hereunder must be tested, debugged, operating “live” and fully functional on or before implementation is considered complete.
- **Quality Assurance Plan** – Vendors should describe in detail their management strategies for overall quality assurance in the installation, start-up, and operation of the scheduling and dispatching system software. At a minimum, vendors should address:
 - **Project Management and Staffing** – Describe the proposed individuals and team approach used to successfully communicate with the project personnel at purchaser location. If contractors are used for any part of the installation, customization, or maintenance of the proposed software system, this element of your overall approach must be identified here. The vendor must designate one individual with complete control over all installations.
 - **Quality Control** – Describe steps and techniques employed by the vendor to ensure the integrity of databases (e.g., street networks, client databases, etc.) that may be required to be imported and/or converted for use in the proposed scheduling system.
 - **Maintenance, Support, and Upgrades** – Describe the vendor's network of technical support during the project, focusing both on the critical initial implementation period as well as long-term operation. Describe procedures for rendering support, including the availability of technicians to provide on-site repairs and ability to remotely access, diagnose, and make necessary repairs. Technical support policies and pricing must be explained in detail



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and the amounts included in the proposal.

- **Training** – Vendors should provide a detailed schedule and course outline for the necessary training of the cooperative agency personnel on the proposed scheduling system software. Vendors should be prepared to train at least eight (8) individuals. This section of the proposal should identify the training course content, the number of courses required, and type of training (classroom, hands-on, etc.) that will be provided, the length of the training session, etc. Vendors should indicate when the training should be provided in the context of the overall implementation time schedule provided above in the implementation plan. The cost of training for eight (8) or more individuals must also be included in the proposal.
- **Experience** – Vendors should provide a corporate profile indicating their qualifications to provide the required software, technology, and technical support necessary to achieve objectives for the project. A separate list of the vendor's last four (4) installations, along with a project contact, address, telephone, and mailing address must be provided.

Required Forms and Certifications – The vendor must indicate its compliance with applicable federal and state laws, statutes, and regulations.

1.1.2 Cost Proposal

- A. Cost Proposal Format – each vendor must complete and submit the attached proposal cost form.
- B. Costs that must be included in the proposal form:

Identify the following items as part of its base cost proposal. Each item must be listed separately:

- **Software Purchase/License Costs** – The cost of supplying the software solution for four (4) work stations and user licenses must be included in the proposal.
- **On-Site Costs** – All supplemental costs associated with user assessment, database conversion, etc., must be included in the software/license price above. Price proposals must include labor and travel costs.
- **Data Acquisition and Conversion Costs** – If the vendor must acquire databases, street maps, or other items necessary to support installation, these costs must be included in the proposal. Further, please indicate any charges associated with converting MET Transit's existing RouteMatch data including client information, destination information, etc.
- **MET Transit will provide all the Mobile Data Terminal Hardware.** MET Transit currently utilizes Samsung Galaxy Tab E tablets. Any proposed solution should be compatible with this hardware and must be operable on current and future iterations of the Android operating system.
- **Training Costs** – Proposals must identify the labor, materials, and travel costs associated with all required training and the cost of said training must be included in the proposal based on the above specified minimum requirements.
- **Hosting Costs** – If the proposed software solution will involve third party hosting solutions, then all such hosting costs that will be borne by the purchaser must be included in the proposal form.
- **Maintenance and Support** – Maintenance and technical support price shall be



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included in the base proposal. Alternatives for maintenance for subsequent years should also be included.

- Other Costs – Any other costs not identified above that are integral to the implementation of the proposed scheduling system should be identified and the cost included in the proposal.

C. Costs Beyond Initial Installation

Vendors should identify on-going costs associated with the implementation of its proposed technology solutions beyond initial installation (Year 1) as alternates.

- *Maintenance, Support and Upgrade Costs After One (1) Year* – Vendors should identify costs to us to secure a maintenance and support contract for up to five (5) years (i.e., second through fifth years) of operation. The vendor's policy for acquisition of future upgrades should be included in the alternative amounts on the proposal form.

D. Computer Hardware Costs

Vendors are responsible for providing cloud based support services and the IT infrastructure resources that will be necessary for the transit system to implement the vendor's proposed technology solution. This may include, but is not limited to:

- Workstation specifications (e.g., minimum configuration necessary to support optimal operation of vendor products, including operating system, RAM, processor speed, hard drive size, etc.);
- Telecommunication;
- Other infrastructure, as necessary.

1.2 Evaluation, Award, and Contract

1.2.1 Evaluation Process

A prerequisite for award is that the vendor must be responsible and must submit a responsive offer. To be responsible means the vendor has the requisite business integrity, as well as financial and organizational capabilities, to ensure good-faith performance and has demonstrated proven success performing projects that are similar in size, scope and complexity. To be responsive an offer must conform to the criteria described in the Request for Proposal (RFP) including but not limited to all of the above stated required cost information being included in the proposal.

1.2.2 Evaluation Criteria

MET Transit will evaluate each proposal via a scoring matrix.

1.2.3 Notice of Award

It is anticipated that we will issue the notice of award to the successful vendor in approximately thirty (30) days from the proposal due date. Each vendor agrees that the amounts specified in its proposal shall remain in full force and effect for ninety (90) days following the RFP due date. No vendor shall modify, withdraw, or cancel its proposal, or any part thereof, for thirty (30) days after said proposal due date, and no attempted modification, withdrawal, or cancellation shall be valid.

1.2.4 Notice to Proceed

The schedule for contract execution after Notice of Award will be determined by MET Transit. Adequate time after Notice of Award must be permitted in order to allow MET to acquire



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necessary workstations or other required network infrastructure to support implementation of the selected ITS technologies.

2.0 Technical Specifications

2.1 General Overview

MET Transit seeks to improve the efficiency and effectiveness of its demand response transportation services by the acquisition and implementation of a centralized web-based scheduling and dispatching software solution, including support for fifteen (15) vehicles. The proposed software system described herein must enhance capabilities to manage customer files, generate schedules, and assist or eliminate the reliance on manual schedule production. The proposed solution must reduce manual duplication of data, increase accuracy of statistical reporting, billing, and provide management with higher levels of oversight in the operations area. The system must be able to import existing RouteMatch databases for ease of implementation.

2.2 Scheduling and Dispatching Software Systems – Technical Specifications

The successful software solution will contain the following elements:

2.2.1 Client Database

A. Build New Client Database Files

The selected vendor, as soon as practical after notice to proceed from MET Transit, shall be responsible for providing a data “template” in order for staff to begin compilation of information necessary to complete the client database elements required for use in scheduling, trip assignment, and reporting.

B. Data Conversion of Existing Database

The selected vendor, as soon as practical after notice to proceed, will evaluate current database, hosted by RouteMatch, and develop appropriate data conversion process that converts existing information into a compatible format for use in the scheduling and dispatching software solution.

C. Database Attributes

Client database shall be capable of providing a full range of data elements for each client in the system. Information shall include, at a minimum, full identification including gender, address, contact details, third party/emergency contacts, disability status, mobility aides used, required accommodations, caregiver, language spoken by client, program affiliation, and payee options including third-party contracts. Additionally, system shall permit assignment of various demographic codes, such as senior, youth, etc.

D. MET Transit will not define the required fields nor dictate the format for data to populate the client database fields. Vendor shall be responsible for providing a fully functional client file suitable to transit system needs.

2.2.2 Client Database Functionality

A. Customer Look-Up

The customer database shall provide functionality to allow customer service agents to readily look-up client records for edit, trip-booking, etc. Search capabilities should be based on customer name, and identification number, or similar characteristic. When looking up a customer, auto-complete features are desirable to minimize user input.

B. New Client Entry/Customer Edits

System shall be capable of registering new clients, capturing information about



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addresses, disability type, space requirement, load/unload time, fares, payment options, eligibility conditions, funding sources, etc. while a customer service agent has the new customer on the telephone.

System shall permit edit of all fields in a customer records in a real-time basis and shall permit suspensions (temporary) of service.

C. Client Details

System shall be capable of recording and displaying trip history details specific to each client, such as recent trip dates and times, trip origins, trip destinations, and trip durations.

System must have the ability to capture information on trip cancellations and no-shows specific to individual customers.

2.2.3 GIS and Mapping Functions

A. General

MET Transit requires that vendor offerings provide GIS functionality in the software product offered.

Mapping capabilities and the dispatcher's abilities to identify approximate current locations is essential.

B. Service Area

MET Transit requires that the service area boundary be readily identifiable and graphic or query functionality must be present to determine if requested trip origins and destinations are within the service area. The ability to edit service area boundaries and set custom geofencing should be included.

C. GIS Functionality.

The software must incorporate GIS capabilities and allow user access to map views of the service area; individual routes or runs, and/or stops; specific street address; or other specified user-defined zoom levels. Panning/zooming shall be incorporated into the mapping capabilities.

In addition to providing support to the software's primary scheduling and customer information functions, the GIS functionality of the proposed software must support other GIS analyses. The software must be capable of:

- printing/producing camera ready printed output
- providing geographically based query functions

D. Export of Map Data

System shall be capable of exporting data and graphic images to other software platforms. If the software is limited to basic mapping functions, then data shall be exportable to standard GIS software (e.g., ESRI mapping products) enabling external GIS analyses. System shall be capable of printing maps to system printers or other devices (plotters, etc.).

E. Map Features and Attributes

Access to maps must be seamless from within the scheduling software (e.g., user should be able to generate map with single mouse click or menu selection).

Base maps must contain current attributes on street segments, addressing, speed limits,



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etc. Vendor shall be responsible for supplying a fully up-to-date map complete with all attributes necessary for point-to-point scheduling using street level routing geography (not zones). Street network shall permit definition of segment characteristics, such as speed limits, one-way direction, etc.

System shall provide methods of allowing user editing of the base map to add new streets, change municipal boundaries, define incomplete address ranges, etc.

GIS functionality shall include ability to develop overlays or coverages of municipal boundaries and other key geographies.

GIS functionality shall include ability to define service-based zones, such as fare zones, etc. This is critical functionality that must be provided.

System shall permit definition and display of physical features that act as barriers to transportation.

The system must be capable of importing MET's fixed-route GTFS data with the routing info.

System shall be capable of defining and displaying point files, indicating system time points, bus stops, major intersections, major transfer points, and major destinations of travel, or other points of interest.

F. Geocoding

Service area map shall contain definitions of street segment name and address ranges. System shall have full geocoding capability allowing MET Transit to enter an address and locate the address on the map. System shall be capable of handling various abbreviations of names (*e.g.*, St. for Street, etc.) in the geocoding process.

System shall permit manual assignment of *x*- and *y*- coordinates in the event an address cannot be geocoded based on existing map address range attributes.

G. Distance Computation

System shall have the capability to use street level GIS map data speed to calculate driving and length duration during the scheduling process. System will also have the capability to use the street GIS level map data to identify one-way street information while calculating drive length and duration.

H. Graphical Display of Trips/Tours

For any trip reservation, system shall be capable of providing a map image of the trip origin and/or destination using the GIS capabilities of the software.

Trip data shall be compatible for viewing and integration on Google Earth applications.

2.2.4 Trip Reservations

A. Real Time Trip Details Entry

System shall permit trip booking while transit personnel are on the phone with the client/customer. System must be capable of processing both subscription (standing-order) and demand response trips in this manner. System shall be capable of processing, scheduling and dispatching same day trip orders without the need for manual intervention from users.

System shall permit reservation staff to access client records by entering client last name, telephone number, or other ID number. Typical protocols involve booking trips using client last name. Additional details must be available to the customer service agent in order to distinguish between customers with the same last name. System will



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have the capability to automatically populate the reservation screen with the customer data, including commonly used locations, mobility device, eligibility, PCA, etc. after the individual has been identified.

B. Default and Common Pick-Up Address

System shall default to the client's home address as the pick-up location. System shall provide ability to enter alternative addresses through key stroke entry, through use of list boxes, pop up window, or other means of alternative pick-up addresses associated with that client (e.g., common travel destinations of that customer).

C. Client Trip Destinations

System shall be capable of displaying, through keystroke, pop-up window, list box, or similar alternative, a list of most frequent client travel destinations and/or recent destinations of travel for easy insertion into the destination field. User must be able to select destination from these fields and populate trip destination fields through this selection process.

D. Trip Reversals

System shall be capable of automatically generating trip reversals or booking the return trip from the originating trip destination to trip origin.

E. Pick-Up Time, Appointment Time, and Allowances

System shall be capable of scheduling based on requested pick-up time or customer appointment time and shall take into account appropriate travel time to ensure on-time arrival at a destination.

System shall be capable of incorporating a user-specified policy on pick-up time negotiation with the client. System must be capable of incorporating multiple policies.

F. Advance Reservations

System shall be capable of accepting trip reservations for a period of at least up to 365 days in advance of the requested trip date.

G. Standing Order Trip Entry

System shall be capable of accepting standing orders. System shall permit day of the week type travel dates and monthly calendar-based travel dates, (e.g., first and third Wednesday of each month).

System shall be capable setting finite limits on the length of subscription orders. Systems shall permit transit personnel to "turn off," on a temporary basis, a client's standing order. System shall permit entry of both a start date and end date of the time period when the client will not take the standing order trip.

H. Trip Reservation Editing

System shall provide means for a customer service representative to easily and quickly access existing trip reservations for the client in order to edit travel destination, trip dates, and/or travel times.

System shall permit cancellation of any trip in the system. System shall maintain a cancellation record, by client, to facilitate system management of sanctions for excessive customer abuse of cancellation policies.

I. Suspended Service

System shall be capable of temporarily suspending a client's eligibility for service.



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System shall permit entry of both a start date and end date of the time period when the client's ridership privileges are suspended. During this period, system shall not permit trip booking. System shall have provisions, in the event an individual customer's service is temporarily or permanently suspended, to display a warning alert or physically block a reservation agent from booking a suspended client's trip.

J. Personal Care Attendants, Companions, and Escorts

System shall be capable, during the course of the reservation entry process, of allowing customer service agents to add personal care attendants and companions to the trip order.

K. Fare Computation

System, at the conclusion of trip booking, shall provide a confirmation of the booking with fare(s), if applicable, to be paid by the user(s), escorts, or companion.

L. Trip Cancellation

System shall provide methods to enable customer service agents to easily retrieve an existing trip reservation and, upon customer request, cancel the reservation.

2.2.5 Scheduling

A. System shall have capability to perform fully automated scheduling, either in batch mode or in the scheduling of individual trips. The system shall provide dispatchers with web-based tools to proactively manage on time performance, no-shows, cancellations, subscriptions and late trips. The system shall automatically send updates of the dispatched trips to the mobile data terminals/tablets. The web-based tools provided will allow managers/supervisors to monitor their driver's performance in real-time. The system shall optimize same day trip orders with advance trip orders and automatically send updates to the mobile data terminals. The scheduling process shall be completely automated and have a proven capability to function without a scheduling position initiating the scheduling. The automated scheduling process shall continuously look to improve schedules based on real time operating factors such as cancellations, no-shows, vehicles positions, driver performance, etc.

B. Automated Batch Scheduling

System shall be capable of scheduling, in batch mode on a next-day basis, all reservations for a designated travel day. Scheduling shall be based on the actual street network in the service area (e.g., actual x- and y- coordinates, not zones), parameters associated with network segments as established in the GIS system, physical barriers, speed parameters, time of day, and appropriate dwell times for the boarding and alighting of passengers.

C. Subscription Trips

System shall permit the establishment of base runs or subscription templates based on existing standing orders. System shall be capable of evaluating base runs in order to optimize run in terms of least distance and travel time, based on network factors.

D. Unscheduled Trips

System shall permit trips to be placed in the system schedule but remain unassigned to a specific run. This can be accomplished through a user setting the trip to "unassigned" or "will-call" or similar means.

System shall be capable of permitting manual insertion of such trips into the schedule, with automatic dynamic updating of the remaining scheduled pick-ups and drop-offs on



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the run.

E. Same Day Trip Orders

System shall be capable of taking trip orders on a same day basis and dynamically scheduling the trip into existing schedules. System shall consider existing path of route travel, existing customer assigned trips, and system policies on travel and pick up time windows in making the scheduling assignment. If system is capable of producing multiple solutions to the trip assignment, priorities, expressed on some type of score or other method, it shall show the best possible choice of assignment as the default selection.

When a same day order is accepted and assigned to a run (or an unassigned run is assigned to a run), it is imperative that the system shall be capable of dynamically updating the remaining scheduled pick-ups and drop-offs on the run's schedule.

2.2.6 Schedule

A. Service Zones

System shall be capable of producing schedules, by run, in chronological order or by sequential run number, indicating projected arrival time of system vehicles at each origin and destination.

Schedules must be developed on zones based on user specified service zones. System must be capable of recognizing geographic zones and assign trips to the proper zone when systems serve multiple zones with dedicated vehicles and staff.

B. Display

Once generated, system shall be able to display all schedules for all runs on a given day. Display shall contain all pertinent run data and contain necessary menu and edit tools to provide manual adjustments, as necessary, to the scheduled runs.

C. Validation/Violations

System shall have internal validation controls to ensure that schedules do not violate schedule and work rules. Additionally, system shall have capacity to evaluate overall travel time for individual passengers to ensure that system travel time limitations are not exceeded.

System shall be capable of generating or identifying trips that violate system parameters so that staff can attempt to remedy the violation.

D. Manual Override

System shall provide the capability of scheduling staff to manually move trips after schedule development. When such overrides are made, the system shall record and time-stamp the override action in the trip record (or in an associated database) in order to provide a historical account of changes to the original (booked) reservation.

E. Labor Rules

System shall be capable of scheduling trips to established runs taking into account system labor rules including, but not limited to, operating hours, breaks, and employee work hours.

F. Vehicle Assignment

In assigning passengers to vehicles and/or vehicles to system runs, system shall be



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capable of recognizing the need for accessible vehicles, vehicle capacity, etc., in making said assignments. System shall have the capability of assigning vehicles to zones or other geographic locations/boundaries.

G. Editing Schedules

System shall be capable of adding trips to a previously generated schedule or re-assigning trips from one run to another in dynamic fashion.

System shall be capable of evaluating individual trip parameters and select runs that best satisfy the requirements of the reservation while maintaining the integrity of existing reservations on the same run. If system generates a range of alternatives, system shall present alternatives in rank order with the highest ranked alternative indicating the “best” selection. The best selection will be chosen based on vehicle GPS of current vehicles on the road (in the case of same day trips) and the information of other trips currently within the schedule for the time that the trip in question is being booked.

H. Dynamic Update of All Schedules

Anytime a schedule is edited, the system must be capable of updating the schedules of all other impacted trips so all previously scheduled trips must remain on time, not violate travel time rules, etc. The scheduling process must be completely automated and have the capability to function without a scheduling position initiating the schedule. The automated scheduling process must continuously be looking to improve schedules based on real time operating factors such as cancellations, no-shows, vehicles positions or driver performance. The system must optimize same day trip orders with advance trip orders and automatically send updates to the mobile data terminals.

I. Unscheduled Trips

If the system cannot schedule all orders for the day of travel being scheduled, then the system shall be capable of displaying all such trips in its own dataset so that staff may consider manual overrides to the schedule and/or assignment of the trip.

J. GIS Display of Schedules

Once trips are assigned to a scheduled run, the system shall be capable of graphically displaying, on the GIS system, the sequence of pick-ups, drop-offs, and route path for the run; this capability should be visible on both the dispatcher side and the MDT side.

2.2.7 Dispatching

A. Access to Dispatch Information

Systems shall allow dispatchers access to run itineraries based on run number, vehicle number, or client name. System shall be capable of displaying the run number, number of passengers on the run, scheduled arrival time, estimated time of arrival and any special circumstances.

B. Vehicle Assignment

System shall be capable of assigning vehicles to scheduled runs taking into account mobility needs of customers assigned to the run, thereby ensuring sufficient wheelchair capacity at all times.

Dynamic updating of assigned vehicles must be possible in order to take into account vehicles pulled from service due to mechanical failure, lift failure, or other failure event found during the driver’s pre-trip inspection.

C. Cancellations/No-Shows



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System shall be capable of allowing dispatchers to process late cancellations (cancellations received after system policy time) and no-shows.

D. Same Day Reservation Changes/Add-Ons

System shall be capable of automatically displaying to the dispatcher/scheduler cancellations, same day reservations, and will-call return trips waiting for vehicle assignment (e.g., trips/reservations made but not yet assigned/scheduled).

E. Removal of Vehicles from Service

If the dispatcher is advised that a vehicle is not fit for service, system shall be capable of programming a vehicle substitution on the affected run(s).

2.2.8 Web Interface

Solution must be web-based and fully functional via web browsers including, but not limited to, Internet Explorer, Chrome, and Firefox. If another browser is essential to system operation, vendor must indicate required browser to be used.

2.2.9 System Parameters

System shall have capability for user specified settings that govern the scheduling process (e.g., average speed; dwell times; load times; etc.).

Vendors should specify the range of parameters that can be set by the user and how the vendor will assist the transit system in the initial setting of these parameters to ensure maximum scheduling efficiency in daily operations.

2.2.10 Report

A. Standard Reports

Software shall be capable of generating a range of management and service reports necessary to permit sufficient oversight of the paratransit service. Software will also provide reports that meet NTD and state requirements. The software system shall support real time web based operational supervision and on time performance reporting. All reports are to be completely web based, can be run on demand and exportable into csv, pdf, word, etc.

B. Ad-Hoc Reports

System shall be capable of permitting the user to create, format, and print user- defined reports based on any data element contained in the database.

2.2.11 Hardware

System must be vendor or third-party hosted and may not require hardware or software installation on MET Transit servers.

Vendor, as soon as practical after notice to proceed, shall provide a complete list of technical specifications for workstations that will generate best performance in the software's runtime environment.

2.3 Mobile Data Terminals/AVL Functionality

MET Transit is currently utilizing 15 Samsung Galaxy Tab E tablets. Proposed systems must be compatible with existing tablets.

New Mobile Data Terminals may be included in the proposal; however, MET Transit will be responsible for all mounting system components/hardware and installation services. All Data



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Terminal interface specifications as applicable, whether vendor supplied or MET supplied, must meet the following requirements as outlined in section 2.3.

2.3.1 Communications

It shall be the submitting vendors responsibility to determine the available and most appropriate communication protocols for use in mobile data communication. MET Transit prefers wireless communication networks maintained by existing cellular carriers with sufficient service coverage in the Billings, MT geographic area.

2.3.2 Log-On Functionality

A. Initial Power-On Sequence

Once the MDT unit is powered up, it will automatically display a driver log-on form screen requesting the driver's identification number and the vehicle's odometer reading. The MDT unit will display the vehicle's current odometer reading as calculated. The MDT unit will allow the driver to manually correct the calculated vehicle odometer value.

B. Driver Log-In

Drivers must be able to log-on to the MDT unit by entering their employee identification, and the vehicle's odometer reading into the MDT unit.

The MDT unit will validate the log-on information with the scheduling/dispatch software.

Should the driver turn off the ignition during the course of his/her shift for less than 30 minutes, he/she must not be required to logon again as current data will be retained in the MDT unit.

2.3.3 Display Functionality

A. Basic Functionality

All driver screens shall always display the following information:

- Current system time, the time should be able to be depicted by a twenty-four (24) hour clock, or alternatively an AM/PM designation;
- Communication network status; and
- New message indicator.

B. Basic Controls

Software will also provide users with the ability to:

- Switch between a "day" mode graphics display and a "night" mode graphics display that have been optimized for the ambient lighting expected under those conditions;
- Adjust volume; and
- Adjust backlighting of display.

2.3.4 Communication Functionality

The MDT shall have, at a minimum, the following communication functionalities:

A. Visual/Audio Alerts

MDT shall be capable of providing visual and audible alerts to indicate incoming messages.



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The MDT unit shall be capable of sending a message and notifying the driver of the success or failure of the transaction.

B. Operator Response

The driver must be able to acknowledge incoming messages (as deemed necessary). After the driver acknowledges an incoming message, it shall be displayed on the MDT unit.

The MDT unit shall also be capable of allowing the driver to respond to a message. This acknowledgement shall be through use of the units' function keys.

The MDT unit shall restrict access to all functions while the vehicle is in motion. GPS telemetry, current system time, communication network status, and new message indicator may be displayed during vehicle motion.

C. Messages and Message Queue

The MDT unit shall be capable of sending a series of "canned" messages that can be user defined by the customer in conjunction with the vendor.

The MDT unit will be capable of requesting the manifest from the server.

2.3.5 Automatic Vehicle Location

A. Communication Protocols

The MDT unit will have an option that will allow Automatic Vehicle Location information to be passed to the server and stored in the database based on automatic refresh rates every 5 seconds or less, sufficient to provide real-time location data.

B. Navigation Functionality

The MDT must be capable of displaying in-vehicle maps and providing turn list directions.

The MDT must be capable of providing navigation directions including voice annunciation and visual display of trip route and turn directions. This process shall be hands-free, and drivers should not have to enter destination address to use the map navigation, as the software will do this automatically.

Drivers will not have to start the map navigation as a separate software application. The navigation functionality will be integrated into the in-vehicle software application.

C. Display Functionality

The MDT unit shall allow the driver to scroll through the manifest up to the maximum number of transmitted trips as determined by the paratransit operator.

The MDT unit shall be capable of adding, updating, and saving new trip data without driver action.

The MDT unit shall provide drivers with a manifest, passenger/trip information and other screen displays that permit performance of other actions.

The MDT unit shall alert driver to changes in manifest via color-coded messages and with an audible tone.

D. Manifest Screens

The MDT unit Manifest Screen must provide drivers with an overview of their manifest sufficiently detailed to understand trip origins, destinations, and sequence.

All trips must be shown on the display in ascending order of estimated stop times. The



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current trip must be located at the top of the manifest screen.

When the driver completes the current trip, the MDT unit shall automatically delete it from the manifest screen. The screen must display multiple rider pick-ups and drop-offs from the same address.

At any time after the driver has logged on to the system and received a manifest, the MDT unit shall have capability to dynamically update the manifest by inserting additional trips sent to it by the dispatch system. Trip insertions must also follow the protocol of displaying trips in ascending order of estimated stop time.

At any time after the driver has logged on to the system and received a manifest, the MDT unit shall update the manifest and delete all cancelled trips.

The driver must be able to access the additional screens that provide additional functionality via single keystrokes, use of function keys, or similar one-stroke methods. Access to additional screens must be restricted while the vehicle is in motion.

The driver must also be able to access the passenger/trip information screen from the Manifest Screen.

E. Passenger/Trip Information Screen

The MDT shall have a passenger/trip information screen that provides the driver with detailed information about each stop (pick-up or drop-off).

If the level of detail in this screen exceeds the visible viewing area of the display screen, additional lines of trip information shall be viewable through use of a scrolling function.

The driver must be able to access additional screens from the detailed passenger trip information screen.

If the rider and trip numbers, number of riders, attendants and companions, and fare amounts and types were in the original trip message that was transmitted to the MDT unit, the MDT shall have preformatted screens where this data is automatically populated in the appropriate fields.

F. Other Action Screens

The MDT unit shall provide additional functionality to permit voiceless communication between vehicle and dispatch.

Such screens shall display a list of information requests to be completed by the driver and transmitted to system dispatch that are necessary to complete data required for each trip. The MDT unit shall be capable of automatically providing some data, such as odometer reading, and shall be capable of time-stamping all critical events.

After the driver has used the MDT unit to record a rider's boarding, the unit shall issue prompts regarding any other data that needs to be completed by the driver before the driver can return to any other screen.

G. Data Messaging

Predefined Messages

The following types of message traffic shall be supported by the MDT unit and related software, enabling voiceless communication between driver and dispatch. To the extent feasible, information flow/transmission shall be packaged as pre-defined, enabled by the driver by simple keystrokes or touch screen action. Pre-defined messaging shall be customizable and shall be established, based on consultation between the purchaser and the vendor, prior to installation.



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The MDT unit shall automatically provide odometer reading, time-stamp, and coordinate location with the transmission of each message sent.

2.3.6 Hardware

Vendor's proposal may include the optional cost of fifteen (15) MDT units.

A. MDT Unit

Supplied MDT units shall meet the following technical specifications:

- Minimum 8" backlit transfective color touch screen with adjustable backlighting
- Audio speaker/adjustable volume
- Integrated GPS receiver with built-in antenna or multi-function Antenna- GPS, 802.11, WAN

B. General Operating Parameters

MDT units shall meet the following general operating requirements:

- Dust and water resistant

C. General Functionality

MDT units shall function during day-to-day operations under the following requirements:

- Real-time data communication
- Automatic manifest updates
- User defined reporting data intervals
- Track driver behavior, including driving speeds
- Device locking mechanism while vehicle in motion
- Automatic Vehicle Location (AVL)
- Turn-by-turn voice directions
- GPS location, including speed direction, accuracy
- Odometer and mileage tracking
- Real-time and historical vehicle tracking
- Manifest stop listing
- Automatic updates to the manifest in real-time
- Audible tone when the update is received
- Real-time messaging between dispatch and drivers

2.3.7 Dispatch Interface/GPS/AVL Functionality

In addition to the in-vehicle functionality described above, the vendor's technology solution shall provide the following functionality to system dispatch operations:

A. Event Based Reporting

When a function is performed, the location of the vehicle shall be reported along with any data relevant to the performance of the particular function.



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B. Distance Traveled Reporting

Every time the vehicle has moved a predetermined distance the MDT shall automatically report the vehicle's location to the host system in order to avoid unnecessary reports from vehicles that have not moved from their previously reported positions.

C. Time Elapsed Reporting

Vendor shall indicate the frequency of coordinate reporting, based, in part, upon the transmission capacity of the communications infrastructure, costs, etc. If a report is not received at the specified interval, then the host system shall be alerted to the fact that for one reason or another that vehicle is out of coverage.

2.4 Project Manager

2.4.1 Designation of Manager

The vendor shall name one (1) individual from the firm who shall have complete authority and control over all aspects of customization, data conversion, installation, testing, and training. This individual shall be named in the proposal. This manager shall have oversight responsibility for all matters with MET Transit.

2.4.2 Single Point of Contact

The vendor's project manager shall be the sole point of contact between the vendor and MET Transit for all business matters concerning the customization, installation, testing, and training phases of this project.

MET Transit recognizes that other individuals will lead some phases of work during the project. It is MET Transit's intent, however, to have one individual in an authoritative position to represent the vendor in all aspects of the project.

2.5 Products Offered

2.5.1 Use of Existing Market Products

MET Transit will not purchase products that represent beta versions or products that have not been installed in other operating environments in other transit system in the United States.

2.5.2 Current Version

MET Transit requires the vendor to offer the latest and tested release version of each software product/module included in its proposal.

2.6 Technical Support

2.6.1 Scope

MET Transit requires that the vendor offer one full year of full technical support as part of its base proposal. This technical support shall include, but not necessarily be limited to:

- Phone and email support with service technician/engineer during all normal business hours maintained by MET Transit.
- Provision of diagnostics/repairs via remote control access to system hardware/software.
- On-site technical support when required.
- Product upgrades, new releases, patches, etc. when issued by the vendor throughout the first five (5) years of implementation. The product upgrades, new releases, patches, etc. for year 1 must be included in the vendor's base proposal. The product upgrades, new releases, patches, etc. for years 2 through 5 should be



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included as alternates in the proposal.

A. User Groups/Newsletters/Technical Bulletins

Vendor shall immediately include MET Transit, after notice of award, in all mailing lists to receive product newsletters, e-mail announcements, bulletins, or other technical matters concerning all software products offered.

MET Transit shall be given access rights to web-based program of support upon contract signing.

If the vendor offers training classes, refresher courses, or sponsors organized user group meetings, such support shall be listed in the vendor's proposal.

2.7 Installation, Testing, and Acceptance

2.7.1 Access to MET Transit's Location

Throughout the period of software installation, MET Transit shall designate a local project manager to coordinate the vendor's local installation efforts. All contact with MET Transit regarding project matters, site visits, project schedule, training, etc. shall be coordinated through the project manager.

2.7.2 Installation

The vendor's implementation schedule shall document major milestones during the development, customization, and installation phases of the project.

Upon completion of the installation phase, the vendor shall notify MET Transit in writing, of the readiness of the system installation for testing.

The vendor may stage installation to best ensure compatibility of all integrated scheduling products.

2.7.3 Testing

Upon notification of that the system is ready for testing; the purchaser and the vendor will schedule a date for performance testing. Testing shall commence when notified by the vendor that the software is ready for testing.

A. On-Site Representation

Vendor shall have the Project Manager and/or a duly qualified software engineer on-site during the initial testing of all software products.

B. Testing Period

MET Transit shall operate the system in test mode for a minimum of two weeks, up to a maximum of 30 days, during the testing period. During this time, MET Transit shall compile a list of issues, bugs, software glitches, etc., that shall be the responsibility of the vendor to correct during an additional 30-day period.

C. Errors, Corrections, and Fixes

If, after testing, software does not perform to specifications or vendor representations, vendor shall be given 30 days after notification of the problem to remedy the issue.

D. Final Testing

Upon satisfactory fix of all software bugs, integration problems, etc., MET Transit will again commence a final testing period to verify that the vendor has addressed the identified problems. Final testing period will vary depending on mutual agreement between MET Transit and vendor.



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E. Acceptance

After final testing is completed to the satisfaction of MET Transit, MET Administrator will notify the vendor.

2.8 Training

2.8.1 General

Vendor shall be required to train a minimum of eight (8) staff members to proficiency on all software products provided. All training shall be conducted on-site at MET Transit location and all training schedules shall be coordinated with MET Transit's project manager.

2.8.2 Training Program

Vendor shall be required to provide a combination of classroom and "hands-on" training for all software products provided. Training content and duration shall be stated specifically in the vendor's written offer in response to this procurement.

2.8.2 Computer Hardware for Training

It shall be the responsibility of MET Transit to provide the computers necessary for the selected vendor to provide all "hands-on" modules of software training.

2.8.3 Training on Ancillary Software

If the complete system offered by the vendor relies on third party software, it shall be the responsibility of the vendor to provide training, in structure and in content, on that software equal to that provided for its own products.

See the minimum training requirements above.

2.9 Work Elements to be Provided/Performed by MET Transit

MET Transit understands that during the performance and execution of any contract arising from this procurement, certain support may be provided to the selected vendor, including, but not necessarily limited to provision of: (1) data, information, and other material needed to populate software system databases, etc.; (2) workspace for the vendor's employees and contractors while performing work on-site; (3) requisite staff for training at a time mutually agreeable to conduct such training; and (4) other implementation support, as necessary.

2.10 Manuals and Documentation

Vendor shall provide six (6) copies of the software manuals for each product offered as part of this procurement.

2.11 Service design and evaluation

Vendor shall provide consulting and analytical services to assist in the evaluation and design of current and future service concepts. The desired cooperation with the vendor would be to ensure that the Vendor's software is able provide analytic data to support the decision making process for MET Transit. Additionally, auditing services to ensure that the Vendor software is being used to the fullest to support continuous improvements.



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Section 6: Pricing

Provide pricing details for the individual components of the system for the vehicles identified in the Scope of Work.

Up Front Costs	Unit Price	Extended Price
Software Licensing		
AVL Hardware		
Installation		
Training		
Other Costs		
Total Costs:		

On-Going Costs	Unit Price	Extended Price
Software Ongoing Maintenance		
Hardware Ongoing Maintenance		
Other Ongoing Costs		
Total On-Going Costs:		

Please include any other pricing related to the proposed solution including additional costs to implement the project.

Company Name Date

Contact Name (please print) Title

Signature of Contact Position



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ATTACHMENT A

VALIDATION QUESTIONS FOR SUPPLIER

GENERAL INFORMATION

- 1) Company Name
Address:
Contact Name:
Contact Phone:
Contact Email:
Website/URL:
- 2) How many facilities/locations do you have in the U.S? Please list.
- 3) How many years has your company been doing business under this name?
- 4) Total Full-Time Employees.
- 5) What are your standard payment terms?
- 6) References - Please attach a Word® document with all contact information for at least three references:
- 7) Can you provide a statement and meet the City of Billings minimum insurance requirements of \$750,000 per claim and \$1,500,000 per occurrence, and the City being named as an additional insured?

FUNCTIONALITY

- 1) A certificate of insurance must be provided prior to signing the contract, commencing on the day contract begins. Are you willing to comply with these requirements?
- 2) You must instruct your insurance broker/carrier to notify the City of Billings should your coverage change. Are you willing to do this?

LEGAL ISSUES

- 1) Are there any pending lawsuits against your company? If yes, please explain.

ATTACHMENT B

SERVICE AGREEMENT
FOR
_____ PROJECT
FOR
CITY OF BILLINGS MET TRANSIT

This Agreement, made _____, between the **CITY OF BILLINGS, MET TRANSIT**, hereinafter designated **MET**, and _____, known as **CONTRACTOR**.

This Agreement shall be for a period of _____. **CONTRACTOR** shall commence the work to be performed hereunder promptly upon Notice to Proceed from the **OWNER**.

CONSIDERATION

MET shall pay **CONTRACTOR** for services listed below the sum of \$_____.

Federal funds will, will not, be used to pay for the services listed herein.

If Federal funds will be used to pay for the services described herein, **CONTRACTOR** will also be required to adhere to the Federal requirements set forth in Attachment D and E.

COORDINATION

All work under this Agreement will be coordinated for **MET** through Lindsay Gran, Transit Operations Supervisor, at 406-657-8218, and for **CONTRACTOR**, coordinate through _____

CONTRACTOR'S DUTY

In consideration of the payment or payments herein specified and agreed to by **MET**, **CONTRACTOR** hereby covenants and agrees to furnish equipment, labor, and supplies as specified in the following sections of this Agreement for the **MET**.

INDEPENDENT CONTRACTOR STATUS

The parties agree that **CONTRACTOR** is an independent **CONTRACTOR** for purposes of this Agreement, and is not to be considered an employee of the **MET** for any purpose. **CONTRACTOR** is not authorized to represent the **MET** or otherwise bind the **MET** in any dealings between **CONTRACTOR** and any third parties.

SECTION I: SCOPE OF WORK

The Scope of Work for the MET Transit _____ Project located at 1705 Monad Road, Billings, Montana, is set forth in the included Request for Proposals, and by said reference is made a part of this Service Agreement.

ATTACHMENT B

SECTION II: SUPPLIES, MATERIALS, AND LABOR

CONTRACTOR shall provide for all supplies, materials, and labor necessary and incident to the performance of all services required by this Agreement.

CONTRACTOR shall comply with all State and Federal regulations and City codes, including OSHA.

PERSONNEL

Employees assigned to the performance of this Agreement will be dismissed upon written request of the **OWNER** for due and just cause.

CONTRACTOR will furnish the personnel necessary for the performance of this Agreement.

Applicable Federal and State wage and hour laws must be adhered to and provide the minimum base for personnel wages.

All agreements issued as a result of this Agreement shall adhere to all non-discriminatory provisions of all applicable Federal, State, and local laws. In connection with the performance of work under this Agreement, the **CONTRACTOR** agrees not to discriminate against any applicant for employment because of race, religion, creed, color, age, sex, or national origin. The above provision shall apply to, but not be limited to, the following employment, upgrading, promotion 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** further covenants and agrees that during the progress of the work to be performed under the provisions of this Agreement, he/she will in every respect comply with the provisions of the Workers' Compensation Act, being Title 39, Chapter 71 of the Montana Code Annotated (MCA), and with all statutory provisions supplementary or amendatory thereto. At the same time of execution of this Agreement, the **CONTRACTOR** shall furnish a certificate showing that the required Workers' Compensation Insurance is in force and shall maintain required insurance and provide evidence of continued coverage for the duration of this Agreement.

WAGES FOR CONTRACTOR'S EMPLOYEES

On all projects and agreements with the **OWNER**, the **CONTRACTOR** and all subcontractors shall pay for all labor employing the standard prevailing rate of wages. The standard prevailing rate of wages as used herein means the standard prevailing rate of wages in the locality where the work is to be performed as determined by the Montana Commissioner of Labor pursuant to MCA 18-2-403. The most recent edition of the Montana Prevailing Wage Rates applicable to this Agreement within this area of Montana is attached to this Agreement and incorporated by reference herein. **CONTRACTOR** agrees to pay the prevailing wage rate to all applicable employees pursuant to this wage rate.

The standard prevailing rate of wages applies to agreements of \$25,000 or greater. If the agreement is less than \$25,000, the **CONTRACTOR** does not have to follow the standard prevailing rate of wages. If this is a Federally funded project, the **CONTRACTOR** must follow the FTA Required Clauses for Construction Projects set forth in Attachment D.

WARRANTY

The **CONTRACTOR** warrants to the **OWNER** that materials and equipment furnished under this Service Agreement will be of good quality and new unless the Service Agreement requires or

ATTACHMENT B

permits otherwise. The **CONTRACTOR** further warrants that the work will conform to the requirements of the Service Agreement and will be free from defects, except for those inherent in the quality of the work the Service Agreement requires or permits. Work, materials, or equipment not conforming to these requirements may be considered defective. The **CONTRACTOR'S** warranty excludes remedy for damage or defect caused by abuse, alterations to the work not executed by the **CONTRACTOR**, improper or insufficient maintenance, improper operation, or normal wear and tear, and normal usage. If required by the **OWNER**, the **CONTRACTOR** shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

SUBSTITUTIONS

Substitution requests shall include the name of the material or equipment for which it is to be substituted, a complete description of the proposed substitution including drawings, performance and test data, and all other information required for evaluation. A statement setting forth changes in the work of other contracts that incorporation of the proposed substitution would require shall be included. The burden of proof of merit of the proposed substitution is upon the proposer. The **OWNER'S** decision of approval or disapproval of the proposed substitution shall be final.

SECTION III: OTHER PROVISIONS

LEVEL OF SERVICE

WORK SHALL BE DONE MONDAY THROUGH FRIDAY BETWEEN THE HOURS OF 7:00 A.M. AND 5:00 P.M. unless otherwise arranged with the **OWNER**.

COMPREHENSIVE PERSONAL INJURY, BODILY INJURY, AND PROPERTY DAMAGE LIABILITY

CONTRACTOR agrees to keep in force, for the duration of this Agreement, insurance that meets the specified coverages as set forth in Attachment B, City of Billings Insurance Requirements for Contractor's Insurance Form, and by said reference made a part of this Agreement.

Said insurance policy or policies shall be endorsed to name the **CITY OF BILLINGS** as PRIMARY ADDITIONAL INSURED. At the same time of execution of this Agreement, **CONTRACTOR** shall furnish a certificate showing that required insurance is in force, and shall maintain required insurance and provide evidence of continued coverage for the duration of this Agreement. The continuous maintenance by the **CONTRACTOR** of all types of required insurance under this Agreement is mandatory. Failure of the **CONTRACTOR** to maintain such insurance is a material breach of the Agreement and does not amend this Agreement nor release the **CONTRACTOR** from any other obligations in the Agreement. The **CONTRACTOR** shall provide notice to the **MET** of any changes to insurance or cancellation of any or all insurance at least thirty (30) calendar days in advance of such change or cancellation.

INDEMNITY

The **CONTRACTOR** shall indemnify and save harmless the **MET** from and against all losses, claims, demands, payments, suits, actions, recoveries and judgments of every nature and description made, brought or recovered against the **MET** by reason of any act, negligence, recklessness, misconduct or omission of the **CONTRACTOR**, his agents, or employees, in the

ATTACHMENT B

execution of the work. **CONTRACTOR** agrees to reimburse **MET** for any loss due to theft by any of the **CONTRACTOR'S** employees.

EXTRA WORK

It is expressly understood and agreed that no claim for extra work or materials, not specifically herein provided, done or furnished by the **CONTRACTOR**, shall be allowed by the **MET**, nor shall the **CONTRACTOR** do any work or furnish any materials not covered by this Agreement unless such work is ordered in writing by the **MET**, and in no event shall the **CONTRACTOR** incur any liability by reason of any verbal instructions that he/she may be given by the **MET**, or its authorized agent; nor will the said **MET** be liable for any extra materials furnished or used, or for any extra work or labor done, unless said materials, work, or labor are required by said **CONTRACTOR'S** own risk, cost and expense, and he/she hereby covenants and agrees that without such written order, he/she shall make no claim for compensation for work or materials so done or furnished.

AMENDMENTS

Any modifications or amendments to this Agreement must be in writing and executed by the parties hereto.

TERMINATION OF AGREEMENT

The **CONTRACTOR** acknowledges and agrees as follows:

1. Termination for Convenience. **MET** may terminate this Agreement, in whole or in part, at any time by written notice to the **CONTRACTOR** when it is in **MET's** best interest. The **CONTRACTOR** shall be paid its costs, including Agreement closeout costs, and profit on work performed up to the time of termination. The **CONTRACTOR** shall promptly submit its termination claim to **MET** for payment to the **CONTRACTOR**. If the **CONTRACTOR** has any property in its possession belonging to **MET**, the **CONTRACTOR** will account for the said property, and dispose of it in the manner **MET** directs.
2. Termination for Default (Breach or Cause). If the **CONTRACTOR** does not deliver supplies in accordance with the Agreement delivery schedule, or if the Agreement is for services, the **CONTRACTOR** fails to perform in the manner called for in the Agreement, or if the **CONTRACTOR** fails to comply with any other provisions of the Agreement, **MET** may terminate this Agreement for default. Termination shall be effected by serving a notice of termination on the **CONTRACTOR** setting forth the manner in which the **CONTRACTOR** is in default. The **CONTRACTOR** will only be paid the Agreement price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the Agreement. If it is later determined by **MET** 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**, **MET**, 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.
3. Opportunity to Cure. **MET** 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

ATTACHMENT B

to cure the default. 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 **MET's** satisfaction the breach or default of any of the terms, covenants, or conditions of this Agreement within thirty (30) days after receipt by **CONTRACTOR** of written notice from **MET** setting forth the nature of said breach or default, **MET** shall have the right to terminate the Agreement without further obligations to **CONTRACTOR**. Any such termination for default shall not in any way operate to preclude **MET** from also pursuing all available remedies against **CONTRACTOR** and its sureties for said breach or default.

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

5. Cancellation by **CONTRACTOR**. This Agreement shall be subject to cancellation by **CONTRACTOR** after the default by **MET** in the performance of any covenant or agreement herein required to be performed by **MET** and the failure of **MET** to remedy such default for a period of ninety (90) days after receipt from **CONTRACTOR** or written notice to remedy same.

CONTRACTOR may exercise such right of termination by written notice to **MET** at any time after the lapse of the above applicable periods of time and this Agreement shall terminate as of that date. Consideration due hereunder shall be payable only to the date of the happening of the event which results in said termination.

6. Cancellation by **MET**. This Agreement shall be subject to cancellation by **MET** in the event **CONTRACTOR** shall:

- a) File a voluntary petition of bankruptcy.
- b) Make a general assignment for the benefit of creditors.
- c) Default in the performance of any of the covenants and conditions required herein to be kept and performed by **CONTRACTOR**, and such default continues for a period of thirty (30) days after written notice from the **MET** of said default.

DISPUTES

Disputes arising in the performance of this Agreement that are not resolved by agreement of the parties shall be decided in writing by the Director of Aviation and Transit. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the **CONTRACTOR** mails or otherwise furnishes a written appeal to the Director of Aviation and Transit. 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 Director of Aviation and Transit shall be binding upon the **CONTRACTOR** and the **CONTRACTOR** shall abide by the decision.

Unless otherwise directed by the **MET**, **CONTRACTOR** shall continue performance under this Agreement while matters in dispute are being resolved.

ATTORNEY FEES AND COSTS

ATTACHMENT B

In the event that either party is required to retain the services of an attorney, or use in-house counsel to enforce the terms and conditions of this Agreement, then the prevailing party shall recover from the other party all reasonable costs, expenses and attorney fees, including fees of in-house counsel, expended or incurred in connection therewith.

This Agreement shall be governed by and construed in accordance with the laws of the State of Montana. Venue in any proceedings held hereunder shall be in the State of Montana Thirteenth Judicial District Court, Yellowstone County, Montana.

PAYMENT

The **CONTRACTOR** will submit a claim for payment on the first of the month for that portion of the Agreement that has been completed. If partial payment is requested by **CONTRACTOR**, it shall be made upon invoice and said estimate being proportioned to the work completed by the **CONTRACTOR**. The **MET** shall deduct five percent (5%) from each pay estimate to be held until the completion of the final Scope of Work. The final payment shall be made only after acceptance of final invoice by the **MET**, and determination has been made by the **MET** that the Scope of Work has been satisfactorily completed. This claim will be made to the **MET**.

BUSINESS AND OCCUPATION TAX

Organizations that conduct business activity within the City Limits are required to pay the City Business and Occupation Tax.

GROSS RECEIPTS TAX

The **MET** shall withhold one percent (1%) of all payments due the **CONTRACTOR** and transmit them to the State of Montana, Department of Revenue, as required under MCA 15-50-205.

SEVERABILITY

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the **MET** and the **CONTRACTOR**, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

SUCCESSORS AND ASSIGNS

Neither the **MET** nor the **CONTRACTOR** shall assign, transfer, or encumber any rights, duties, or interests accruing from this Agreement without the written consent of the other.

COMPLIANCE WITH LAWS

CONTRACTOR agrees to comply with all Federal, State, and Local laws, ordinances, rules, and regulations. **CONTRACTOR** agrees to purchase a City business license.

GOVERNING LAW AND VENUE

ATTACHMENT B

This Agreement shall be construed and enforced in accordance with the laws of the State of Montana. Venue for any suit between the parties arising out of this Agreement shall be in the State of Montana Thirteenth Judicial District Court, Yellowstone County.

CIVIL RIGHTS

The following requirements apply to the underlying Contract:

1. Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. 12132, and Federal transit law at 49 U.S.C. 5332, the **CONTRACTOR** agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or disability. In addition, the **CONTRACTOR** agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. Equal Employment Opportunity. The following equal employment opportunity requirements apply to the underlying Contract:
 - a) Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. 2000e, and Federal transit laws at 49 U.S.C. 5332, the **CONTRACTOR** agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 *et seq.*, (which implement Executive Order No. 11246, Equal Employment Opportunity, as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the project. The **CONTRACTOR** agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. In addition, the **CONTRACTOR** agrees to comply with any implementing requirements FTA may issue.
 - b) Age. In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. 623, and Federal transit law at 49 U.S.C. 5332, the **CONTRACTOR** agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the **CONTRACTOR** agrees to comply with any implementing requirements FTA may issue.
 - c) Disabilities. In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. 12112, the **CONTRACTOR** agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the **CONTRACTOR** agrees to comply with any

ATTACHMENT B

implementing requirements FTA may issue.

3. The **CONTRACTOR** also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The **MET** has established a DBE goal for the year. Under this Agreement, the **CONTRACTOR**, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The **CONTRACTOR** shall carry out applicable requirements of 49 CFR 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 Agreement, which may result in the termination of this Agreement, or such other remedy, as the **MET** deems appropriate.

On Federally funded projects, the **CONTRACTOR** is required to review and complete the DBE Certifications and Forms set forth in Attachment E.

CONDITIONS AND NON-COLLUSION AGREEMENT

We have read and agree to the conditions and stipulations contained herein.

We further agree to furnish the product/services specified at the prices stated herein. We additionally agree to deliver the product/services to the location and by the date set forth herein, if applicable.

In signing, you also certify that you have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a Bid/Proposal; that this Bid/Proposal has been independently arrived at without collusion with any other competitor; that the above statement is accurate under penalty of perjury.

THIS AGREEMENT EXECUTED THE DAY AND YEAR FIRST WRITTEN ABOVE.

BY: _____
CONTRACTOR

BY: _____
CITY OF BILLINGS
MAYOR

APPROVED AS TO FORM:

ATTACHMENT B

CITY ATTORNEY

ATTEST:

CITY CLERK

SAMPLE

DEBARMENT CERTIFICATION

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OTHER
INELIGIBILITY, AND VOLUNTARY EXCLUSION**

The **CONTRACTOR**, _____, certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
2. Have not, within a three-year period preceding this Bid/Proposal, been convicted of or had a civil judgment rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public function (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in Paragraph 2. of this certification.
4. Have not, within a three-year period preceding this Bid/Proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the **CONTRACTOR** is unable to certify to any of the statements in this certification, such **CONTRACTOR** shall attach an explanation to this Bid/Proposal.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF THE ABOVE FIRM, TO MAKE THIS AFFIDAVIT.

CONTRACTOR

DATE

ATTACHMENT C

**CITY OF BILLINGS
INSURANCE REQUIREMENTS
FOR
CONTRACTOR'S INSURANCE**

Please provide MET Administration with a certificate of insurance that reflects the following coverages:

Commercial General Liability

Bodily Injury and Property Damage
Each Occurrence Including Umbrella \$1,500,000

Coverages

Premises/Operations
Products/Completed Operations Aggregate
Contractual Liability
Underground
Explosion and Collapse
Independent Contractors Coverages
Broadform Form Property Damage
Personal Injury
Property Damage Deductible (not to exceed \$5,000.00)

Commercial Automobile

All-Owned Adequate Limits Including Umbrella \$1,500,000
Hired Automobile Liability Including Umbrella \$1,500,000
Non-Owned Automobile Liability Including Umbrella \$1,500,000

Workers Compensation

Occupation Accident/Disease Statutory
Employer's Liability Including Umbrella (attach certificate) \$ 500,000

Other Requirements

Company Rating (A.M. Best) B+ VI or Better
45 Day Cancellation Clause

Additional Insureds

Owner/Architect/Engineer, as well as the **City of Billings, should all be named as Primary Additional Insured.**

Or in Lieu of Primary Additional Insured:

Owners and Contractors Protective Liability

\$1,500,000 Each Occurrence. A separate policy shall have the City of Billings as the named insured.

ATTACHMENT D

FTA REQUIRED CLAUSES

For clarification purposes, Contract and Agreement throughout these clauses shall mean the same thing.

It is a requirement of the Federal Government that activities financed, in part, with Federal funds and performed by a third party contractor and its subcontractors on behalf of a Federal grantee must be carried out in accordance with Federal requirements. Activities performed resulting from the original Contract to this and any other prior or subsequent Contract amendments thereto are financed, in part, by a grant from the United States Department of Transportation (U.S. DOT), Federal Transit Administration (FTA), and are therefore subject to the applicable grant terms, conditions, and regulations. Accordingly, any **CONTRACTOR** and its subcontractors performing activities under this Contract must adhere to the Federal regulations stated herein as a condition of satisfactory performance. All subcontracts and subcontractors employed as a result of this Contract are subject to the same conditions and regulations as set forth herein unless specifically exempted. The prime **CONTRACTOR** shall ensure that its subcontractors at all tiers are made aware of and comply with these Federal regulations. The prime **CONTRACTOR** will be held liable for compliance failures by its subcontractors. Failure to comply will render the prime **CONTRACTOR** responsible for damages and/or Contract termination.

INCORPORATION OF FTA TERMS

General Contract provisions include, in part, certain standard terms and conditions required by U.S. DOT, whether or not expressly set forth in the Contract provisions. All contractual provisions required by U.S. DOT, as set forth in FTA Circular 4220.1F, as amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The **CONTRACTOR** shall not perform any act, fail to perform any act, or refuse to comply with any City of Billings, Aviation and Transit Department, MET Transit Division (hereinafter referred to as **MET**) requests that would cause **MET** to be in violation of the FTA terms and conditions.

ACCESS TO RECORDS AND REPORTS (For Contracts of \$100,000 or Greater Only)

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, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.
2. Retention Period. The **CONTRACTOR** agrees to comply with the record retention requirements in accordance with 2 CFR § 200.333. The **CONTRACTOR** shall maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case 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 as reasonably may be required.
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 as reasonably may be required.

ATTACHMENT D

LOBBYING RESTRICTIONS
(For Contracts of \$100,000 or Greater Only)

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Contractor's Authorized Official: _____

Name of Contractor's Authorized Official: _____

Title of Contractor's Authorized Official: _____

Date: _____

ATTACHMENT D

CARGO PREFERENCE – USE OF UNITED STATES FLAG VESSELS (For Contracts of \$100,000 or Greater Only)

The **CONTRACTOR** agrees:

1. To use privately owned U.S. 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 U.S. Flag commercial vessels.
2. To furnish within 20 working days following the date of loading for shipments originating within the U.S. or within 30 working days following the date of loading for shipments originating outside the U.S., 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
3. 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.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (For Contracts of \$100,000 or Greater Only)

The **CONTRACTOR** agrees:

1. It will not use any violating facilities.
2. It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities."
3. It will report violations of use of prohibited facilities to FTA; and
4. It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

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.

RECORDS RETENTION/AUDIT AND INSPECTION OF RECORDS

1. The **CONTRACTOR** shall permit the authorized representatives of **MET**, the U.S. DOT, and the Comptroller General of the U.S., or any of their duly authorized representatives, access to any books, documents, papers and records of the **CONTRACTOR**, which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions of the **CONTRACTOR** relating to its performance under the Contract until the expiration of three years after final payment under this Contract.
2. The **CONTRACTOR** further agrees to include in all subcontracts hereunder a provision to the effect that the subcontractor agrees that **MET**, the U.S. DOT, and the Comptroller General of the U.S., or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontract, have access to and the right to examine any books, documents, papers, and records of the subcontractor directly pertinent to this Contract.
3. The periods of access and examination described above, for records that relate to:
 - a) Appeals under the dispute clause of this Contract.
 - b) Litigation or the settlement of claims arising out of the performance of this Contract.
 - c) Costs and expenses of this Contract to which an exception has been taken by the Comptroller General of the U.S. or any of his duly authorized representatives.Shall continue until such appeals, litigation, claims, or exceptions have been disposed of.

ATTACHMENT D

FEDERAL CHANGES

CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, including, without limitation, those listed directly or by reference in the Agreement (Form FTA MA (2) dated October 1995) between **MET** and FTA, as they may be amended or promulgated from time to time during the term of this Contract. **CONTRACTOR'S** failure to so comply shall constitute a material breach of this Contract.

RECYCLED PRODUCTS

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

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

The **MET** 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 **MET**, **CONTRACTOR**, or any other party (whether or not a party to the 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 FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The **CONTRACTOR** acknowledges and agrees as follows:

1. The **CONTRACTOR** acknowledges that the requirements 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 CFR Part 31, apply to its actions pertaining to the Project. Accordingly, by signing the underlying Contract, the **CONTRACTOR** certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make 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** also acknowledges that if it makes 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, as amended, on the **CONTRACTOR** to the extent the Federal Government deems appropriate.
2. The **CONTRACTOR** also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government in connection with an urbanized area formula project financed with Federal assistance authorized by 49 U.S.C. § 5307, the Government reserves the right to impose on the **CONTRACTOR** the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate.

CERTIFICATION OF CONTRACTOR REGARDING DEBARMENT, SUSPENSION, OTHER INELIGIBILITY, AND VOLUNTARY EXCLUSION

Title 49 CFR Part 29 and Executive Order 12549 establish regulations pertaining to DOT and other Federal contractors at any tier, and procedures applicable to their debarment, suspension, ineligibility, or exclusion from participation in any DOT or other Federal contracts. **CONTRACTORS** are required to review the above regulations and to complete and submit a Certification Regarding Debarment, Suspension, Other Ineligibility and Voluntary Exclusion (Section 1.4.15), or furnish an explanation as to why the Certification cannot be provided. The **CONTRACTOR** agrees by submitting the Bid/Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction

ATTACHMENT D

with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by **MET**. The **CONTRACTOR** further agrees by submitting this Bid/Proposal that it will include the clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transaction", in all lower tier covered transactions over \$25,000 and in all solicitations for lower tier contracts.

PRIVACY ACT

The following requirements apply to the **CONTRACTOR** and its employees that administer any system of records on behalf of the Federal Government under any contract:

1. The **CONTRACTOR** agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C.552a. Among other things, the **CONTRACTOR** agrees to obtain the express consent of the Federal Government before the **CONTRACTOR** or its employees operate a system of records on behalf of the Federal Government. The **CONTRACTOR** understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Contract.
2. The **CONTRACTOR** also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

ACCESS REQUIREMENTS FOR PERSONS WITH DISABILITIES ADA **(For Contracts of \$100,000 or Greater Only)**

The **CONTRACTOR** agrees to comply with the requirements of 49 U.S.C. 5301(d) which expresses the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement those policies. The **CONTRACTOR** also 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, and with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. 12101 et seq., which Federal regulations, including any amendments thereto:

1. U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37;
2. U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27;
3. Joint U.S. Architectural and Transportation Barriers Compliance Board/ U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38;
4. U.S. DOT requires the provision of accessible facilities and services, and with the following regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35;
5. U.S. DOT regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;
6. U.S. GSA regulations, "Accommodations for Physically Handicapped," 41 CFR subpart 101-19;
7. U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630;
8. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 CFR Part 64, Subpart F;
9. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609; and
10. Any implementing requirements FTA may issue.

ATTACHMENT D

DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

1. Goal. **MET** sets an overall DBE goal every three years. While the expected percentage of DBE participation may vary from contract to contract due to availability of DBEs, **MET** believes the overall goals to be realistically obtainable over the year. The amount of DBE participation will be determined by the dollar value of the work subcontracted to DBEs, as compared to the total value of all work performed under this Contract and/or by the percentage of the net profit that the parties agree will be shared by DBEs where a joint venture is entered into for the completion of the project. **MET's** DBE goal is 0.69%.
2. Instructions to Bidders and Contractors. It is the policy of **MET** that equal opportunity to participate in its procurement will be provided to DBEs. To accomplish this objective, **MET** requires, as applicable, all bidders and contractors to complete and return with the Bid/Proposal submittals, all DBE Forms (included as Attachment B to this Agreement) of these Solicitation Documents), which obligates the **CONTRACTOR** to assert a good faith effort to attain the specified goal for DBE participation. A bidder/contractor may satisfy the requirements of DBE Form A by having DBE status, by subcontracting portions of the work to DBEs, and/or by entering into a joint venture with DBEs.
3. Requirements, Terms, and Conditions. A DBE is defined as a small business concern that is owned and controlled by socially and economically disadvantaged individuals. These socially and economically disadvantaged individuals must own 51 percent of the business, and they must control the management of the business. Socially and economically disadvantaged individuals include Women, Black Americans, Hispanic Americans, Asian-Pacific Americans, Asian-Indian Americans, or any other minorities or individuals found to be disadvantaged by the Small Business Administration (SBA), pursuant to Section 8(a) of the Small Business Act. To be accepted as a qualified DBE, a **CONTRACTOR** must be certified as a DBE by the Montana Department of Transportation (MDT) before the time of Bid/Proposal submittal. The MDT DBE Program Manager is Wendy Stewart (406-444-6337) or westewart@mt.gov. MDT's DBE certification application forms are available, for contractors interested in securing MDT DBE certification prior to Bid/Proposal opening, on line at www.mdt.mt.gov/business/contracting/civil/dbe.shtml. Any questions regarding **MET's** DBE program or questions regarding the DBE forms should be directed to Wendy Stewart.

NOTICE OF FEDERAL REQUIREMENTS

New Federal laws, regulations, policies, and administrative practices may be established after the date of this Contract, which may apply to this Contract. If Federal requirements change, the changed requirements will apply to the Contract or the performance of work under the Contract as required. All standards or limits set forth in this Contract to be observed in the performance of the work are minimum requirements.

DAVIS-BACON ACT

All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor.

PREVAILING WAGE AND ANTI-KICKBACK

For all prime construction, alteration, or repair contracts in excess of \$2,000 awarded by FTA, the **CONTRACTOR** shall comply with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The **CONTRACTOR** will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In

ATTACHMENT D

accordance with the statute, the **CONTRACTOR** shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the **CONTRACTOR** agrees to pay wages not less than once a week. The **CONTRACTOR** shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 CFR Part 3, "contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the U.S." The **CONTRACTOR** is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

CONTRACT WORK HOURS AND SAFETY STANDARDS

For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the **CONTRACTOR** shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the DOL regulations at 29 CFR Part 5. Under 40 U.S.C. § 3702 of the Act, the **CONTRACTOR** shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

In the event of any violation of the clause set forth herein, the **CONTRACTOR** and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the **CONTRACTOR** and subcontractor shall be liable to the U.S. (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this clause.

The FTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the **CONTRACTOR** or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in this section.

The **CONTRACTOR** or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this agreement.

ATTACHMENT D

FLY AMERICA REQUIREMENTS

1. Definitions. As used in this clause:
 - a) "International air transportation" means transportation by air between a place in the U.S. and a place outside the U.S., or between two places both of which are outside the U.S.
 - b) "U.S." means the 50 States, the District of Columbia, and outlying areas.
 - c) "U.S. flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.
2. 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, recipients, 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 U.S., 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 U.S., for international air transportation secured aboard a foreign flag air carrier if a U.S. flag air carrier is available to provide such services.
3. 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.
4. 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 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):

(End of statement)

5. The Contractor shall include the substance of this clause, including this paragraph (5), in each subcontract or purchase under this contract that may involve international air transportation.

(End of Clause)

ATTACHMENT E

**DISADVANTAGED BUSINESS ENTERPRISE
CERTIFICATIONS AND FORMS**

DBE Form A

DBE STATUS

The Contractor hereby certifies that: _____
(Firm Name)

1. **Is – is not** (check one) a Disadvantaged Business Enterprise (DBE).
Note to Contractor: If the Contractor is a DBE, then the Contractor must provide proof of DBE certification by Montana Department of Transportation (MDT) with proposal submittal.

2. **Is – is not** (check one) a participant of a joint venture in this Proposal.
Note to Contractor: If the Contractor is a participant of a joint venture, then the Contractor must complete DBE Form "Schedule B: Information for Determining Joint Venture Eligibility" (unless all joint venture firms are minority owned). If the Contractor is not a participant, then the Contractor should write "N/A" on DBE Form Schedule B.

3. **Will – will not** (check one) involve DBE firms in this project.
Note to Contractor: If the Contractor will involve DBE firms, then the Contractor must complete DBE Form D "Record of Participation by DBE Firms." If the Contractor will not involve DBE firms, then the Contractor should write "N/A" on DBE Form D. In either case, the Contractor shall submit DBE Form E "DBE Unavailability Certification" for every DBE firm from which the Contractor unsuccessfully sought to secure DBE participation. DBE Form E and/or DBE Form D shall be submitted at the same time as the list of subcontractors (if requested) or shall accompany the Contractor's Proposal.

SIGNATURE: _____

DATE: _____

TITLE: _____

ATTACHMENT E

DBE Form B

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

TO: _____
(Name of Prime or General Contractor)

The undersigned intends to perform work in connection with the above project as (check one):

_____ an individual _____ a partnership
_____ a corporation _____ a joint venture

The DBE status of the undersigned is confirmed on the attached DBE Form A. The undersigned is prepared to perform the following described work in connection with the above project (specify in detail particular work items or parts thereof to be performed).

You have projected the following commencement date for such work, and the undersigned is projecting completion of such work as follows:

Items	Project Commencement Date	Project Completion Date
1.		
2.		
3.		
4.		
5.		

_____ percent of the dollar value of this DBE subcontract will be sublet and/or awarded to non-disadvantaged contractors and/or non-disadvantaged suppliers. The undersigned will enter into a formal agreement for the above work with you conditioned upon your execution of a contract with the City of Billings, Aviation and Transit Department, MET Transit Division.

Name of DBE Firm: _____ Date: _____

Signature: _____ Title: _____

ATTACHMENT E

DBE Form C

DBE AFFIDAVIT

NOTE: THIS PAGE MUST BE COMPLETED BY THE DBE CONTRACTOR.

I HEREBY DECLARE AND AFFIRM that I, _____
(Name)

am the _____ and duly authorized representative
(Title)

of the firm _____
(Name of Corporation or Joint Venture)

whose address and phone number are _____

and further affirm that I am a DBE as defined by the City of Billings, Aviation and Transit Department, MET Transit Division in the specifications, and that I will provide information if requested by the City of Billings, Aviation and Transit Department, MET Transit Division to document this fact.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF THE ABOVE FIRM, TO MAKE THIS AFFIDAVIT.

(Affiant)

(Date)

ATTACHMENT E

DBE Form D

RECORD OF PARTICIPATION BY DBE FIRMS

NOTE: THIS FORM MUST BE FILLED OUT BY THE CONTRACTOR (OFFEROR) AND SHOULD INCLUDE A GENERAL DESCRIPTION OF WORK TO BE PERFORMED. MATERIALS AND/OR SUPPLIES UNDER THIS CONTRACT MUST BE LISTED BELOW.

Name of DBE Firm _____
Address _____
Description of Work _____
Materials/Supplies _____

Name of DBE Firm _____
Address _____
Description of Work _____
Materials/Supplies _____

Name of DBE Firm _____
Address _____
Description of Work _____
Materials/Supplies _____

Name of DBE Firm _____
Address _____
Description of Work _____
Materials/Supplies _____

TOTAL PERCENTAGE DBE PARTICIPATION _____

I _____ certify that the information given above on behalf of the
(Name)
Contractor is true and correct, and that as _____
(Position)

of the Contractor, of the proposer, I attest that I **have** – **have not** (check one) met the assigned DBE Goal for this Contract of ___%.

(Signature)

ATTACHMENT E

DBE Form E

DBE UNAVAILABILITY CERTIFICATION

Project: _____

Contractor's Name: _____

To demonstrate a good faith effort to utilize DBEs, contractors and suppliers who cannot meet their DBE participation goals must respond to either Item A or Item B below. Please use one sheet per DBE firm contracted.

ITEM A:

Name of DBE Firm Contacted: _____

Form of Proposal Sought (i.e., unit prices, etc.): _____

Dates Contacted: _____

Method of Contact: _____

Results: _____

To the best of my knowledge and belief, the above DBE contractor was unavailable (exclusive of unavailability due to lack of agreement on price) for work on this project, or unable to prepare a proposal for the following reason(s):

I, _____, _____,
(Name) (Title)
of _____, do hereby certify that the above
(Contractor's Firm)

information is true and correct, and that I have made a good faith effort as documented in ITEM A above to obtain DBE participation in the performance of this Contract.

(Signature) (Date)

I, _____ of _____
(Name) (DBE Company Name)
was offered an opportunity to propose on the above project on _____.
(Date)

The above statement is a true and accurate account of why I did not submit a proposal on this project.

(Signature) (Title) (Date)

ATTACHMENT E

DBE Form E

ITEM B: *CERTIFICATION OF NO OPPORTUNITY FOR DBE PARTICIPATION*

There exists no opportunity for subcontracting as part of this project. It is the general practice of _____ to perform all work of this nature solely with its own work
(Name of Contractor)
force, and to do otherwise would constitute a violation of industry standards.

I, _____, _____,
(Name) (Title)
of _____, do hereby certify that the above information is
(Name of Contractor)
true and correct, and that I have made a good faith effort as documented in ITEM B above to obtain DBE participation in the performance of this Contract.

(Signature)

(Date)

ATTACHMENT E

DBE Form Schedule B

INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY

This form must be completely filled out. If an item does not apply to you or your organization, write "NA" in the appropriate space.

NOTE: This form need not be completed if all joint venture firms are minority owned.

1. Name of Joint Venture: _____
2. Address: _____
3. Phone Number: _____
4. Identify the firms that comprise the joint venture.

 - (a) Describe the role of the DBE firm in the joint venture (attach extra sheets if necessary):

 - (b) Describe very briefly the experience and business qualifications of each non-DBE joint venture (attach extra sheets if necessary):

5. Nature of the joint venture's business:

6. Provide a copy of the joint venture agreement.
7. What is the claimed percentage of DBE Ownership? _____

8. Ownership of joint venture: (This need not be completed if described in the joint venture agreement, provided in Question 6.)
 - (a) Profit and loss sharing: _____
 - (b) Capital contributions, including equipment: _____
 - (c) Other applicable ownership interests: _____
9. Control of and participation in this Contract. Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision making including, but not limited to, those with prime responsibility for:

ATTACHMENT E

	Name	Race	Sex	Title
Final Decisions				
Estimating				
Marketing				
Sales				
Hiring/Firing of Management Personnel				
Purchaser of Major Items/Supplies				
Supervision of Field Operations				
Other				

NOTE: If, after filing this Schedule B and before the completion of the joint venture's work on the Contract covered by this regulation, there is any significant change in the information submitted, the joint venture must inform the grantee either directly or through the prime contractor if the joint venture is a subcontractor.