

**REQUEST FOR PROPOSALS FOR
MICROTRANSIT SOFTWARE FOR PUBLIC TRANSPORTATION
FOR THE BALDWIN COUNTY COMMISSION**

SUMMARY

Baldwin County Commission is seeking proposals from qualified firms interested in providing a software-as-a-service (SaaS) Micro-transit Platform for its' public transportation agency, Baldwin Regional Area Transit System (BRATS). BRATS operates an on-demand micro-transit service throughout Baldwin County, consisting of a 1,600 square mile service area. Currently, riders can schedule trips in advance or on-demand using a mobile scheduling app or by calling the BRATS scheduling department. BRATS also offers limited service to Mobile, AL.

The request is for a comprehensive software platform, training, and technical support for the agency's micro-transit services including scheduling, routing, dispatching, fare-collection, rider communications, reporting, and database functionalities. BRATS' public transportation system provides curb-to-curb, on-demand service with a focus on app-based booking. To be considered a responsive and responsible bidder, firms must provide a comprehensive solution to the specifications detailed within this document.

PROPOSAL SUBMISSION GUIDELINES

One original and three (3) copies of the proposal must be received by the County prior to **2:30 P.M., (Central Standard Time) on December 17, 2024**. All copies of the proposal must be under sealed cover and plainly marked. Submit your proposal, along with all applicable forms located in the Clauses section. Proposal sheets must be signed by an individual authorized to bind the firm submitting the bid to the price and other terms of this solicitation.

No emailed or faxed proposals will be accepted. Proposals should be delivered or mailed to:

Wanda Gautney, Purchasing Director
312 Courthouse Square, Suite 15 (mailing address)
257 Hand Avenue (physical address)
Bay Minette, AL 36507
Phone: (251) 580-2520

INQUIRIES AND QUESTIONS

Inquiries and questions should be submitted by email only to Wanda Gautney, Purchasing Director, at wgautney@baldwincountyal.gov no later than **2:30 P.M., Central Standard Time, on December 4, 2024**.

CONTRACT PERIOD

It is the intent of the Baldwin County Commission to award this contract for a three (3) year period. However, the Baldwin County Commission may, at their option and in agreement with the successful bidder, renew the contract for up to two (2) additional years in twelve (12) month increments. The Baldwin County Commission will, in writing, notify the contractor thirty (30) days prior to the expiration of the initial contract with its intent to extend the contract.

HOLD HARMLESS PROVISION

The service provider shall at all times indemnify and hold harmless the County and its departments, their County Commissioners, officers and employees, against all liability, claim of liability, loss, cost or damage, including death, and loss of services, on account of any injury to persons or property, occurring from any

cause whatsoever in the work involved in the contract, and will, at his expense, defend on behalf of the County and its departments, their officers and employees, either or all, any suit brought against them or any suit arising from any such cause.

PRIME SERVICE PROVIDER RESPONSIBILITIES

The service provider will assume responsibility for the delivery of services and application performance, regardless of whether or not the service provider subcontracts any of these services. The service provider will be the sole point of contact regarding contractual matters, including performance of services and the payment of any and all charges resulting from contract obligations. Service provider will be totally responsible for all obligations outlined in this RFP.

SERVICE PROVIDER QUALIFICATIONS

All bidders, to the best of their knowledge and belief, must be in, and remain in compliance with all applicable Federal, Alabama State, County and municipal laws, regulations, resolutions and ordinances. In particular, and without limitation, all bidders must be licensed and permitted in accordance with The Code of Alabama Title 10, concerning corporations doing business within Alabama, Title 34, dealing with licensing for businesses, Title 40, concerning licenses and taxation, unless otherwise exempt. All bidders should be prepared to timely submit to the County non-confidential evidence or documentation demonstrating that the fact they are presently licensed and permitted under Alabama law. Such non-confidential evidence or documentation is encouraged to be submitted with the Bid Package.

The bidder expressly acknowledges, to and for the benefit of the Baldwin County Commission, that this Agreement may be funded with **federal grant monies** and, therefore, bidder expressly warrants and agrees that it shall at all times comply with all applicable federal, state, local and municipal laws and regulations. For more information about the Federal regulations visit the website <http://www.gpoaccess.gov/index.html> Code of Federal Regulations.

All vendors, contractors and grantee are required to comply with the Alabama Immigration Law under Sections 31-13-9 (a) and (b) of the Code of Alabama. Forms and documents will be included with award documents. Information and forms can be found on the Baldwin County Commission’s Purchasing website under E-Verify at www.baldwincountyal.gov

All bidders must provide proof of proper certification of authority, and any required registration, to transact business in this State, in order to perform work for the Baldwin County Commission. Bidder’s Registration Number shall be provided on the Bid Response Form. The phone number for the Alabama Secretary of State is (334) 242-5324, Corporate Division.

All proposers that qualify as a Disadvantaged Business Enterprise (DBE) must provide supporting documentation in their bid response along with the completed DBE Registration form that may be downloaded from the County website at www.baldwincountyal.gov A Disadvantaged Business Enterprise or DBE means a for profit small business that (1) is at least 51% owned by one or more individuals who are both socially and economically disadvantaged, or, in the case of a corporation, in which 51% of the stock is owned by one or more such individuals; and (2) whose management and daily business operation are controlled by one or more of the socially and economically disadvantaged individuals who own it.

PREPARATION COST

The County shall not be responsible for proposal preparation costs, nor for costs including attorney fees associated with any (administrative, judicial, or otherwise) challenge to the determination of the highest-ranked Proposer and/or award of contract and/or rejection of proposal. By submitting a proposal each

Proposer agrees to be bound in this respect and waives all claims to such costs and fees.

CONTRACTORS, SUBCONTRACTORS AND INSURANCE

The Contractor shall not commence work under this contract until all the required insurance has been obtained by the service provider and approved by the County.

The Contractor shall furnish acceptable certificates of insurance to the Baldwin County Commission and shall indemnify the County for any liability or damages that Baldwin County Commission may incur due to the Contractor's failure to purchase or maintain any required insurance.

All liability insurance shall name the Baldwin County Commission as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to County, shall be furnished to County, which shall specifically state that such insurance shall provide for at least a thirty (30) day notice to County in the event of cancellation, termination or any change in such insurance policies.

The Contractor shall be responsible for the payment of all premiums and deductibles.

The Contractor shall maintain insurance of the types and in the amounts described below. An insurance company with the equivalent of an AM Best rating of A or higher must underwrite insurance coverages provided by the Contractor.

Commercial General Liability Insurance

Contractor shall maintain commercial general liability (CGL) with a limit of not less than \$1,000,000 for each occurrence.

Business Auto Insurance

Contractor shall maintain business auto liability and property damage insurance with a limit of not less than \$1,000,000 for each accident. Such insurance shall cover liability arising out of the use of any auto (including owned, hired, and non-owned autos.)

Worker's Compensation Insurance

The Contractor shall obtain and maintain for the duration of the contract, Worker's Compensation Insurance which is fully in compliance with all applicable laws of the State of Alabama.

The workers compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against the County and County Representatives. Should the service provider fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, the County may, at its option, suspend any Agreement until insurance is obtained, terminate any Agreement immediately without further action, or hold service provider in material default and pursue any and all remedies available.

EXAMINATION OF PROPOSALS

Proposers should carefully examine the entire RFP and all related materials and data referenced therein. Proposers should be fully aware of the nature of the desired activities and the conditions likely to be encountered in the performance of said activities.

CONFIDENTIALITY

The content of all proposals will be kept confidential until the selection of the firm is publicly announced. At that time, the selected proposal is open for review. After the award of the contract, all proposals will then

become public information.

LATE SUBMISSIONS

Proposals not received prior to the date and time specified in this document will not be considered and will be returned unopened after recommendation of award.

AWARD

The County Reserves and in its sole discretion may exercise the following rights and options with respect to the proposal submission, evaluation and selection process under this RFP:

- To reject any proposals if, in the County's sole discretion, the proposal is incomplete, the proposal is not responsive to the requirements of this RFP as stated, the Vendor does not meet the qualifications set forth in the RFP, or it is otherwise in the County's best interest to do so.
- To supplement, amend, substitute or otherwise modify this RFP at any time prior to selection of one or more Vendors for negotiation and to cancel this RFP with or without issuing another RFP.
- To accept or reject any or all of the items in any proposal and award the contract(s) in whole or in part if it is deemed in the County's best interest to do so.
- To request that some or all of the Vendors modify proposals based upon the County's review and evaluation.
- To require a Vendor to give an oral presentation and/or product demonstration to the County after submittal of the RFP. Actions by the County in this regard should not be construed to imply acceptance or rejection of a proposal. The County will contact the Vendor's primary contact with further instructions should the County decide to request a presentation/demonstration.

Baldwin County intends to award a contract to a qualified vendor for the services described herein. Proposals should address the vendor's capabilities for performing all aspects of the desired services while presenting specific project information and substantiating the vendor's methodologies and approach for completing the services requested.

PRICING

Prices to be quoted in this solicitation shall include all items of labor, materials, tools, equipment, and other costs necessary to fully complete the production and delivery of the item(s) and/or services pursuant to these instructions and the contract proposal.

COMPLIANCE WITH RFP SPECIFICATIONS

All proposals should be in strict compliance with the requirements and provisions of these specifications. Any deviations from the specifications must be clearly indicated and explained within the RFP response.

COMPLIANCE WITH PROCUREMENT PROCEDURES

As a recipient of federal transit funds, the Baldwin County Commission is required to adopt and follow procurement standards, policies, and procedures that ensure procurement activities follow all applicable laws and regulations and promote free and open competition. The Contractor shall at all times comply with the procedures and requirements in said document, which is available for download at <https://baldwincountyal.gov/departments/brats-public-bus-transportation/policies-notices-procedures>

FINANCIAL ASSISTANCE/FEDERAL PARTICIPATION

This procurement is to be funded in part through federal grants under the Section 5311 Rural and 5307 Urban Transportation Programs. The Contractor must comply with all terms and conditions for third-party contracts in those grant agreements. Contract award is subject to concurrence by the FTA and Alabama Department of Transportation.

FEDERAL CHANGES/REQUIREMENTS

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Baldwin County Commission and the FTA, and agrees that failure to do so shall constitute a material breach of this contract. The Contractor agrees that Federal laws, regulations, policies, and related administrative practices in force and made applicable to this Contract on the date of execution may be modified from time to time, and that the most recent of such provisions will govern administration of this Contract at any particular time, absent sufficient evidence in the Contract of a contrary intent. Any new Federal laws, regulations, policies and administrative practices established after the date of execution and thereafter will be applied to this Contract. All limits or standards set forth in this Contract to be observed in its performance are minimum requirements. Standard clauses may be modified if necessary to comply with applicable State or local law, so long as Federal requirements are maintained. If there is an irreconcilable conflict between Federal and State or local requirements, Baldwin County Commission shall inform the FTA in order that appropriate resolution may be arranged.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

The requirements of 49 CFR, Part 26, apply to this contract. In connection with the performance of this Contract, the successful bidder agrees to cooperate with the Baldwin County Commission in meeting its commitments and goals to ensure that Disadvantaged Business Enterprises (DBEs), as defined in Title 49 CFR, Part 26, have an equal opportunity to receive and participate in this DOT/FTA-assisted project. A copy of the Baldwin County Commission's Disadvantaged Enterprise (DBE) program plan is available at <https://baldwincountyal.gov/departments/brats-public-bus-transportation/policies-notice-procedures>. The contractor agrees to maintain compliance with all applicable requirements contained therein.

To be recognized as a DBE, a firm must become certified through the Alabama United Certification Program (AL UCP). Requirements, certification guidelines and applications are available at <https://cpmsapps2.dot.state.al.us/alucp>

A project-specific DBE goal does not apply to this contract.

Should the selected bidder utilize one or more DBE subcontractors or wish to document good faith efforts to do so during the duration of the contract, this information shall be submitted on **Attachment C** - DBE Letter of Intent, **Attachment D** - DBE Affidavit and **Attachment E** - DBE Unavailable Certification that are furnished with this solicitation.

Additional DBE requirements that apply to this RFP are located in **Section 6** – Federal Clauses.

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**SECTION 1
SPECIFICATIONS**

1. SCOPE

Upon review of the below specifications, it is the expectation of the Baldwin Regional Area Transit System that all required functionality is in the current, live build of the proposed solution, meaning other agencies are currently, actively utilizing that functionality. If the vendor wishes to elaborate on future functionality or enhancements, please explicitly separate that information from the description of current features and functionality and provide an anticipated timeline for when that element will be available for use.

I. System Platform

- A. Installation & Configuration – Please describe the process of the preliminary set-up and configuration of an agency’s micro-transit service within the proposer’s solution.
1. Describe process for loading platform with customer data (export/import or reentry)
 2. Define the max number of users
 3. Ability for the user to add, remove, and adjust users and assign permission levels.
 4. Ability for the user to add or remove drivers, vehicles or devices (such as tablets, smart phones) from the system.
 5. Ability for the user to configure vehicle information such as ambulatory capacity, non-ambulatory capacity, bike rack, etc.
 6. A graphical user interface to create service region(s), including the user’s ability to expand, constrict, and exclude areas within the region boundary and ability to restrict a vehicle to that service region.
 7. Capability for the user to import and export service region(s) and stop markers to the graphical user interface or mapping functionality using standard formats such as .shp or .kml.
 8. Ability for the user to customize services including, at a minimum, service status (active or disabled), service schedule (start and end time), days of service availability, service period (start and end date), assignment of service regions or stop markers, vehicle assignments, and service exceptions (holidays, excluded service days or hours).
 9. Ability for the user to adjust pricing by time of day and service.
 10. Ability for the user to assign different types of stop markers such as a fixed route stop vs. a popular point of interest without a physical sign at the location.
 11. Ability to integrate with other software programs.
 12. Service boundaries shall be configurable as needed by operator staff within the web application, and not require interacting with the software vendor.
 13. Ability to set up a demand response route with fixed locations and times. Describe process.
 14. Ability to schedule for tripper service when the number and identity of passengers is unknown (school route).
 15. Automatically produce a driver schedule for each shift or run. Trips that are scheduled during the shift or run to be added to the schedule according to the algorithm criteria. Notification of changes to a driver’s manifest should be immediate.

- B. Operation & Management – Please describe the day-to-day operational management of the system. Specifically, identify whether the platform includes the following:
1. Ability to efficiently and effectively service a 1,600 sq. mile service area.
 2. Ability to schedule driver shift start/end times at various locations.
 3. Ability to assign vehicle to specific driver
 4. Ability to schedule and/or revise rider trips within operational platform.
 5. Ability to edit existing trips.
 6. Ability to edit recurring trips.
 7. Ability to separate trips and vehicles by zone.
 8. Ability to automatically and manually schedule driver breaks.
 9. Ability for driver and dispatcher to start/stop scheduled driver breaks.
 10. Ability to label driver breaks (lunch, training, service, etc.)
 11. Ability to lock or protect trips to a specific driver or run.
 12. Dispatch functionality including, at a minimum, to monitor rider details, vehicle location, capacity, and driver information.
 13. Ability to reassign and prioritize rides.
 14. Ability to optimize routing and schedules based on live traffic.
 15. Detailed explanation of schedule optimization process, including frequency, pre-scheduled automatic vs manual optimization routines, length of optimization routine in minutes, system availability during optimization, etc.
 16. Ability to review live and historical vehicle GPS data and routing.
 17. Ability for dispatcher to communicate with the rider or driver via in-app messaging.
 18. Ability to assign trip notes visible to driver when scheduling or while trip is in queue.
 19. Automated messaging for reasons such as capacity issues, excessive delays.
 20. Ability for users to send mass push notifications
 21. Identification of dispatcher or customer service representative who scheduled trip for rider.
 22. Sensory cues for interface such as audio and/or visual alerts.
 23. Ability of dispatcher to visualize the services and service regions within dispatching interface.
 24. Ability to set up business partner accounts to schedule trips on behalf of clients using the service such as medical facilities or social services.
 25. Ability to apply promo or discount codes by trip, location, or rider.
 26. Ability to easily expand/reduce service (add/remove vehicles and drivers based on demand).
 27. Ability for customers and agency personnel to save favorite addresses.
 28. Ability to schedule advanced, on-demand, recurring, one-way, and round trips.
 29. Ability to schedule by depart-at and arrive-by time.
 30. Ability for driver and office staff to edit the number of passengers upon arrival.
 31. Ability to temporarily suspend a particular recurring-trip booking.
 32. Ability to provide automatic alerts to dispatcher of driver overtime, stranded riders, excessive ride duration, late pick-ups and/or drop-offs.
- C. Customization – Please describe the customization available to the agency regarding the providers trip planning algorithm. Specifically, please identify if the following customization options are available and if they can be changed by the agency or require proposer assistance.
1. Wait Time
 2. Booking Window
 3. On-Board or Travel Time
 4. Capacity

5. Peak or Time of Day
 6. Service or Service Region
 7. Rider grouping or Pick-up/Drop-off Density
 8. Number of days permitted for advanced booking using the app and within the operational interface
 9. Passenger board times for individual passengers (ambulatory, wheelchair, limited mobility)
 10. Identify other criteria and customization options
- D. Marketing & Promotion – Please describe the marketing and promotion functionality that are available through the providers solution. Specifically, please identify if the proposed solution has the capability to do the following:
1. Ability to include agency branding within the platform.
 2. Ability to provide promotional codes (such as discounts or free rides).
 3. Ability to share, forward, or link trip details.
 4. Ability for the agency to encourage stop pooling or grouping through promotions or rate bonuses for utilization of designated stops.
 5. Ability to send agency surveys to riders permitting such communications.
- E. Data & Reporting - Describe the data collection and reporting features for the Provider’s solution. Specifically, please identify if the proposed solution provides the data, explain/describe how it is calculated, and whether there is a built-in report available for the agency via the proposed solution. Please specify what types and amounts of data can be retrieved by BRATS staff without the Provider’s assistance. For data that does require the Provider’s assistance, specify the process for requesting the data, expected turn around time, and additional cost, if applicable.
1. National Transit Database (NTD) data, including at a minimum:
 - a) Total Hours
 - b) Total Miles
 - c) Revenue Hours
 - d) Revenue Miles
 - e) Deadhead Hours
 - f) Deadhead Miles
 - g) Shared ride data
 - h) Unlinked Passenger Trips (UPT)
 - i) Passenger Miles Traveled (PMT)
 - j) Average Passenger Trip length (APTL)
 - k) Vehicles Operated at Maximum Service (VOMS)
 2. General operational data or reporting, such as:
 - a) On-Time performance by driver
 - b) Completed rides per hour
 - c) No-Shows
 - d) Percentage of trips with more than 1 passenger on-board
 - e) All raw rider and trip data
 - f) Ability for the user to export raw data
 - g) Total rides by status and source
 - h) Fare and payment information
 - i) Ride metrics such as wait time, duration, time to cancel, etc.
 - j) Failed attempt to book
 - k) Trip and driver notes

- l) App usage statistics (downloads, opens, service views, trips booked, etc. within area or using app)
 - m) Ability to retrieve trip data by urban v's rural service area to determine service allocation by passenger miles traveled, service miles, revenue miles, unlinked passenger trips for trips originating and ending in the urban area.
 - n) General Transit Feed Specification (GTFS) Flex feed creation and export
3. Ability to collect rider demographic data (ie; age ranges, trip purpose, income ranges)
 4. Ability for the user to create customized reports.
 5. Ability for the user to create customized dashboards.
 6. Ability for the user to enter custom data into the platform for calculations such as operating cost, revenues, accident data, etc.
 7. Ability to review proximity of actual drop-off to scheduled drop-off location or flag significant deviations based on configured distance.
 8. Ability to collect data on tripper service when number of passengers is unknown at time of scheduling (service/revenue miles, service/revenue hours, PMT, UPT).

II. Driver

- F. Interface & Usability - Describe the proposer's interface for drivers. Please confirm listed functionality, provide a brief explanation, and describe any additional features related to proposer's solution for the driver interface not listed here:
 1. Application operating system and capability to use both Android and Apple iOS.
 2. Clearly indicate if tablets and smart phones can be utilized.
 3. If applicable, indicate preferred device, brand and model, for optimal performance with software.
 4. Provide turn-by-turn visual and audible directions.
 5. Update navigational maps on regular, pre-defined intervals with the option to perform updates as necessary.
 6. Ability for the driver to call the passenger.
 7. Audible & visual notification when a trip is cancelled or added.
 8. Routing is based on real-time road conditions such as high traffic volume, major detours, or accidents.
 9. Provide next trip and rider information including name, address, and contact.
 10. Rider pick-up and drop-off marker functionality.
 11. Wait timer
 12. Rider reminder functionality to notify the bus has arrived and the driver has not been able to locate them.
 13. Rider no-show functionality, specifically only permitting this type of driver action within a defined distance of the designated location.
 14. Limited driver functionality when vehicle is above speed threshold.
 15. Manual Brightness and dimming functionality.
 16. Automatic brightness and dimming options.
 17. Driver break or out of service functionality, controllable by either driver or dispatcher.
 18. Notification of driver break meeting configured threshold such as 30 minutes, or 1 hour.
 19. Description of break (lunch, meeting, training, vehicle service, etc.)
 20. Driver and dispatcher has ability to start/stop driver break
 21. Ability to pick-up multiple riders at grouped destinations.
 22. Notification to driver if the vehicle departs defined service region(s).
 23. Driver has ability to send text notifications to dispatch.
 24. Driver has the ability to send canned messages
 25. Driver has ability to edit the order of the next 2-3 stops.

III. User/Passenger

- G. App Access & Onboarding - Describe how riders will locate the app, create an account and log in. Please describe any additional features related to provider's solution for riders not listed here:
1. Application branding, specifically denote if proposer solution is an all-in-one app or individual to agency app)
 2. The application is free and available via the app stores for both Android and iOS (Apple) users.
 3. The user should be able to create an account unique to BRATS's micro-transit service.
 4. Users have the ability to track assigned vehicle in real-time
 5. Authentication using "Sign on with Apple" or "Sign on with Google" functionality.
- H. Booking - Describe how riders know the location of the vehicle, how they book, are informed about, and have the opportunity to provide feedback on their rides. Please describe any additional features related to provider's solution for booking, and riding not listed here:
1. Ability to book trips via APP or by contacting BRATS scheduling department.
 2. Ability to book trips on demand, as long as the user is attempting to book within the approved service guidelines.
 3. Ability to rebook trips through user history
 4. Ability to remind riders of upcoming trips
 5. The system should provide an ETA prior to confirmation of the trip.
 6. The system should provide updates if the ETA of the trip would change significantly, as defined by the agency.
 7. Ability to book or schedule trips in advance (within time constraints identified by agency) and have access to see and cancel advanced trips.
 8. Ability to find more information on service through links to agency website or contact information.
 9. Ability to provide notes when scheduling the trip to dispatch or driver within app.
 10. User created account should be easily pulled via user account information such as name, phone number, or email to assist booking via app or customer service call-in.
- I. Fare Payment – Describe what type of fare payment methods are available or provided as part of the proposer's solution. BRATS currently accepts electronic payments prompted by the driver indicating in the driver app that the trip has been completed. Each rider has an electronic payment method linked to their rider account.
1. Collection of fare payment data.
 2. Rider accounts can be set up to store preferred payment method.
 3. Describe full sequence of credit card payment transaction. Is the trip charged at time of scheduling? Is a hold placed on the passenger's credit/debit card for the amount of the fare when the trip is scheduled? Is the payment method validated at time of scheduling? If the passenger changes the payment method after scheduling the trip but prior to completing the trip, is the trip charged to the new payment method once completed?
 4. Is there a record of failed payments, activation, and deactivation of passenger accounts?
 5. Ability to track riders who fail to pay.
 6. Ability to automatically suspend riders when a payment fails to process.
 7. Ability for riders to pre-pay and store a credit balance to their account, from which future fares will be deducted.
 8. Ability to identify adjusted-fare approved accounts and associated activity.
 9. Ability to see fare amount during and after booking a trip.
 10. Describe how fares are calculated on distance-based fare system (straight line distance or road mile distance).

- J. User Communications & Customer Service - Describe how riders can provide feedback, receive customer service and technical support. Please describe any additional features related to provider's solution for customer service not listed here:
1. Contact information for both proposer and agency for technical support inclusive of a phone number and email address.
 2. Ability for rider or agency to review rider account to review trip, and payment history.
 3. Ability to provide feedback associated to the agency-related role such as driver, vehicle, and service.
 4. Ability to provide feedback related to app functionality.
 5. Ability to provide feedback through ratings or short-answer responses.
 6. Trip notifications via text or phone for visually impaired
 7. Describe in detail what SMS communications will be sent to passengers and at what frequency, ie., time of booking, prior to bus arrival, upon arrival, etc.
 8. Are SMS communications sent through a 3rd party? If so, is there a delay or lag time?
 9. Is the history of user account changes (phone numbers, payment methods, etc.) recorded
 10. Ability for agency to send mass communications to passenger base through text, e-mail, push notifications, and in-app notifications.
 11. Describe all merchant, processing, and bank fees associated with credit/debit card transactions that will be passed-through to BRATS.

IV. Deployment & Training

- K. Please describe how the proposer will support the training, marketing and deployment of the solution.
1. Identify the training process, materials, and formats of training.
 2. Describe the anticipated investment of time in training for the following groups:
 - Management Team
 - Scheduling/Dispatch/Customer Service
 - Driver
 3. Ability for initial driver training to be conducted on a Saturday as not to interrupt transit service.
 4. Identify what type of development and ongoing training opportunities are available.
 5. Provide a standard timeline from contract award to go-live.

V. Agency Support

- L. Please describe the level and types of support available post launch to ensure system remains functional.
1. Provider should indicate the level of technical support and ongoing monitoring that will be provided in order to ensure the system is functioning properly and quality of service is maintained.
 2. Describe how upgrades are communicated, rolled out, and the frequency with which they are released.
 3. Identify how the agency can confirm they are on the latest, stable build available.
 4. Identify how the agency would provide input on piloting developments, bug-fixing, or future developments.
 5. Identify how Company will provide support to agency to identify efficiency or system improvements.
 6. Identify how Company will assist agency in maximizing all features of the micro-transit Platform.
 7. Escalation table and process.

8. Describe ongoing technical support and training opportunities after initial deployment.
9. Technical service level agreements, such as anticipated period to initial response and average time to resolve relative to the following:
 - a. Outages
 - b. System or App related issues
 - c. Assistance and general question response

SECTION 2 EVALUATION CRITERIA

All proposals will be rated on the criteria below by a panel of evaluators. Proposals may be awarded a maximum of 100 points on all criteria. Points assigned by each evaluator on each criterion will be added to obtain the total points awarded by each evaluator; these totals will be averaged for all evaluators to obtain a final score for each proposal.

BRATS reserves the right to select an individual or firm directly after review of all proposals or to enter into competitive negotiation with two (2) or more qualified respondents whose proposals are determined to be in the competitive range, based on the evaluation results. If negotiations are conducted, all selected respondents will be notified in writing of the deadline to submit best and final offers for required services.

CRITERIA

1. Technical Approach and Functionality (25 Points) – Based primarily on the Technical Proposal and scope of work. Evaluator may also reference information provided by references, interviews, or demonstrations.
2. Qualifications (20 Points) – Based on the Statement of Qualifications, experience and longevity of key employees, company stability, number and size of agencies currently utilizing platform, and information provided by references, interviews, or demonstrations.
3. Ongoing Support (20 Points) – Based on vendor’s level and quality of support after implementation, ongoing training opportunities, and communication methods of future software updates and enhancements. Evaluator may also reference information provided by references, interviews, or demonstrations.
4. Pricing (20 Points) – Based primarily on the best value as depicted in the Price Proposal form. Initial investment and ongoing support costs will be considered. Evaluators are offered some latitude to adjust scoring based on vendor's price weighed by capability to meet scope of work requirements, comparison to other vendor proposals and capabilities, and with consideration for any material as provided by the vendor.
5. Deployment Plan (15 Points) – Based primarily on evaluator understanding of vendor's demonstration of capacity to meet defined timelines, and deliverable milestones identified in Technical Proposal. Evaluator may also reference information provided by references, interviews, or demonstrations.

LISTED IN ORDER OF RELATIVE IMPORTANCE

SECTION 3 INSTRUCTIONS & REQUIREMENTS

PROPOSAL REQUIREMENTS (MINIMUM QUALIFICATIONS)

Information provided in response to the items listed in this section will be used to evaluate the proposal.

Provide separate responses to each listed item in the order in which they are presented, numbering each response correspondingly. Completeness and clarity will assist in reviewing your proposal. Baldwin County Commission reserves the right to require clarification of any part of submitted proposals during the evaluation process. All substantive responses to requests for clarification shall be made in writing and shall become part of the proposal.

1. Proposal Package Elements

- a. Statement of Qualifications to include company background, size, years in business, and experience in providing similar services to those outlined here-in.
- b. Resumes of Key Project Team and to include project manager and technical points of contact.
- c. Public transit experience of Project Team members.

2. Current Client Contacts: Including business name, contact person, contact phone number, contact e-mail, and length of time providing service, size of service area, and VOMS.

3. Technical Proposal

- a. Prefatory and Transitional Plan - The detailed transition plan should include a description about how the services will be transitioned from the end of a current micro-transit service to the awarded solution, assuring a smooth start-up, including a timeline detailed with milestones to be completed prior to the contract start date.
 - i. A chart that identifies the various activities/deliverables associated with the components of proposed plan, start and end dates, status, percent complete, who's responsible, critical dependencies, and the easily recognizable milestones during the life of the plan.
 - ii. An Issues Log that identifies specific action steps for issues needing to be addressed by whom and by when.
 - iii. A Risk Analysis of potential problems throughout the transition and start-up. The analysis will include a description of perceived risks and a contingency plan for mitigating and/or avoiding those risks.
 - iv. The proposer's plan for providing training, including training schedules, to assure a fully trained workforce by the contract state date. Training should be distinguished between on-site and remote.
- b. Work Plan - The proposals shall include a complete work plan as well as a transition timeline, if applicable, that completely address each aspect of the SOW.
 - i. Describe capabilities to meet SOW items.
 - ii. Description of plans to monitor and control quality of service.
 - iii. Description of the various applications utilized (i.e. customer-facing, customer service representative-facing, operator-facing, dispatcher-facing, administrator-facing) on various media of use (e.g. Android, iOS, web browsers).
 - iv. Explain how data is collected and reported.
 - v. Explain how technical support and software updates/releases will be provided and delivered, including any additional costs associated with these.
 - vi. Explain how the transfer of data at contract termination will occur.
 - vii. Explain how the import of existing data will be accomplished.

4. Identification of Proprietary Elements: Proposers are to identify all parts of the proposal the proposer considers proprietary and include written justification for the claim, as the proposal could be made public as a result of Freedom of Information Act requests.

- 5. Price Proposal:** Proposers are required to complete the price proposal form as provided in the RFP Section 4. Should there be a field required that you do not have any pertinent information for, please identify via a zero dollar sum or mark it as “N/A.” Proposers should base their price proposal on a monthly payment schedule. Proposers are encouraged to supplement their price proposal with a narrative and to identify if different payment structures such as quarterly, annually, or lump sum could result in discounted pricing.
- 6. Executed Forms:** Section 6 contains certain forms that are mandatory in the proposal process. These forms must be executed and submitted in their exact format for the proposal to be considered responsive. Precise computer reproductions to expedite the proposal preparation process are acceptable. This component of the submittal packet must contain these executed forms.

**REQUEST FOR PROPOSALS FOR
MICROTRANSIT SOFTWARE FOR PUBLIC TRANSPORTATION
FOR THE BALDWIN COUNTY COMMISSION**

**SECTION 4
REQUEST FOR PROPOSALS RESPONSE FORM – VENDOR INFORMATION**

Date: _____

Out of State _____ or _____ If yes, _____
Yes No Registration Number

Company Name: _____

Address: _____

Name of Authorized Representative: _____

Title: _____

Phone Number: _____

Email Address: _____

**REQUEST FOR PROPOSALS FOR
MICROTRANSIT SOFTWARE FOR PUBLIC TRANSPORTATION
FOR THE BALDWIN COUNTY COMMISSION**

**SECTION 4
REQUEST FOR PROPOSALS RESPONSE FORM – PRICING MODEL**

| Item | Description | Year 1 | Year 2 | Year 3 |
|-------------|---|---------------|---------------|---------------|
| A | Base Operating Cost Per | | | |
| B | Operating Cost per Vehicle (1-20) | | | |
| C | Operating Cost per Additional Vehicle (20+) | | | |
| D | Transition Costs | | | |
| E | Other Costs | | | |
| F | Annual Service/Maintenance Cost | | | |

Payment Terms – Year 1: _____

Due at contract award: _____

Due at completion of training: _____

Due at go-live: _____

Due at 30 days post launch: _____

Payment Terms – Subsequent Years: _____

**REQUEST FOR PROPOSALS FOR
MICROTRANSIT SOFTWARE FOR PUBLIC TRANSPORTATION
FOR THE BALDWIN COUNTY COMMISSION**

**SECTION 5
FEDERAL CLAUSES**

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

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

NO OBLIGATION BY THE FEDERAL GOVERNMENT

The Baldwin County Commission and the 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 Baldwin County Commission, Contractor, or any other party (whether or not a part to that Contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTIONS

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

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance awarded by FTA under the authority of 49 U.S.C. §5301, et seq., the Government reserves the right to impose the penalties of 18 U.S.C. §5301, et seq. on the Contractor, to the extent of the Federal Government deems appropriate.

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

ACCESS TO RECORDS AND REPORTS

1. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited

- to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records. (a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
2. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
 3. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information, including such records and information the contractor or its subcontractors may regard as confidential or proprietary, related to performance of this contract in accordance with 2 CFR § 200.337.
 4. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 CFR § 200.337.
 5. See additional clauses applicable to construction contracts subject to labor standards under the Davis-Bacon Act and/or Department of Labor regulations for federally-assisted contracts (29 CFR Part 5).

CHANGES TO FEDERAL REQUIREMENTS

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

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

CIVIL RIGHTS AND EQUAL OPPORTUNITY

The Baldwin County Commission is an Equal Opportunity Employer. As such, the Baldwin County Commission agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Baldwin County Commission agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated

during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA may issue.
4. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
5. **Promoting Free Speech and Religious Liberty.** The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of \$150,000:

Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000

financed in whole or in part with Federal assistance provided by FTA.”

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The prime contractor shall ensure that the following clauses are placed in every solicitation, contract and subcontract associated with this FTA-assisted project:

- a. This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in U. S. Department of Transportation Financial Assistance Program. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%.
- b. The Contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of Title 49 CFR, Part 26, in the award and administration of this FTA-assisted Contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the Baldwin County Commission deems appropriate, which may include, but is not limited to:
 1. Withholding monthly progress payments
 2. Assessing sanctions
 3. Liquidated damages; and/or
 4. Disqualifying the contractor from future bidding as non-responsible
- c. The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the Baldwin County Commission. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after subcontractor’s work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Baldwin County Commission. This clause applies to both DBE and non-DBE subcontractors (see Attachment F - Prompt Payment Affidavit.)

CLEAN WATER ACT

- (a) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Water Act, as amended, 33 U.S.C. §§1251 – 1377 et seq.
- (b) The contractor agrees to report each violation to the Baldwin County Commission and understands and agrees that the Baldwin County Commission will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office in compliance with the notice of violating facility provisions in section 508 of the Clean Water Act, as amended, 33 U.S.C. §1368.
- (c) The contractor agrees to protect underground sources of drinking water in compliance with the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. §300f–300j-6.
- (d) The contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

DEBARMENT AND SUSPENSION

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally

funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

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

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

ENERGY CONSERVATION

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

FLY AMERICA

a) Definitions. As used in this clause—

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

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

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

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

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

International air transportation of persons (and their personal effects) or property by U.S. -flag air carrier was not available or it was necessary to use foreign- flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

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

BUY AMERICA PROVISIONS

The Contractor agrees to comply with 49 U.S.C. §5323(j) as amended by MAP-21, 49 U.S.C. §5323(h), 49 C.F.R. Part 661, and FAST Act (Pub. L. 114-94) which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7 and was amended by Section 3011 of the FAST Act (Pub. L. 114-94). Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a seventy percent (70%) domestic content for FY20 & beyond. General waivers for small purchases do not apply to Contractors equipment purchases when Contractor's contract value exceeds \$150,000 in value. Contractor must submit to the Baldwin County Commission the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as non-responsive. This requirement does not apply to lower tier sub-contractors.

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

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

- (1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- (2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.
- (3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support

a criminal indictment, or any other credible information in the possession of the Recipient.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

- a. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
1. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iii. Telecommunications or video surveillance or services procured or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence Agency or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- b. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- c. See Public Law 115-232, section 889 for additional information.
- d. See also § 200.471.

LOBBYING CERTIFICATION AND DISCLOSURE STATEMENTS

In accordance with 31 U.S.C. §1352, and U.S. DOT regulations, (“New Restrictions on Lobbying”, 49 C.F.R., Part 20), the Contractor must have provided a certification to the Baldwin County Commission that the Contractor has not and will not use Federal appropriated funds to pay any person or organization to influence or attempt to influence an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. §1352.

Conditions on use of funds.

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

agreement shall file with that agency a certification, that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.

(c) Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form if such person has made or has agreed to make any payment using non-appropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.

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

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

Certification and disclosure.

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

- (1) Award of a Federal contract, grant, or cooperative agreement exceeding \$100,000; or
- (2) An award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000.

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

- (1) A Federal contract, grant, or cooperative agreement exceeding \$100,000; or
- (2) A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000,

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

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

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

- (3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.
- (d) Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section:
 - (1) A subcontract exceeding \$100,000 at any tier under a Federal contract;
 - (2) A subgrant, contract, or subcontract exceeding \$100,000 at any tier under a Federal grant;
 - (3) A contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000; or,
 - (4) A contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement,

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

- (e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) or (b) of this section. That person shall forward all disclosure forms to the agency.
- (f) Any certification or disclosure form filed under paragraph (e) of this section shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31, U.S. Code.
- (g) For awards and commitments in process prior to December 23, 1989, but not made before that date, certifications shall be required at award or commitment, covering activities occurring between December 23, 1989, and the date of award or commitment. However, for awards and commitments in process prior to the December 23, 1989 effective date of these provisions, but not made before December 23, 1989, disclosure forms shall not be required at time of award or commitment but shall be filed within 30 days.
- (h) No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either subpart B or C.

CONTRACTOR E-VERIFY PROGRAM

Contractor must verify through Affidavit that it operates in compliance with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. The Contractor is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the Contract term. Also, Contractor shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the Contract utilize the E-Verify system to verify employment eligibility of all new employees hired by the subcontractor during the Contract term.

SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use

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

Distracted Driving

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

SIMPLIFIED ACQUISITION THRESHOLD

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

SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

Applies to States –

- a. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:
 - (1) The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;
 - (2) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and
 - (3) The amount of federal assistance FTA has provided for a State Program or Project.

- b. Documents - The State agrees to provide the information required under this provision in the following documents:
 - (1) applications for federal assistance,
 - (2) requests for proposals or solicitations,
 - (3) forms,
 - (4) notifications,
 - (5) press releases,
 - (6) other publications.

TERMINATION

Termination for Convenience

The Baldwin County Commission, by written notice, may terminate this contract, in whole or in part, when it is in the Baldwin County Commission’s best interest. If this contract is terminated, the Baldwin County Commission shall be liable only for payment under the payment provisions of this contract for services rendered

before the effective date of termination.

Termination for Default

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

Opportunity to Cure (General Provision)

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

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

Waiver of Remedies for any Breach

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

VIOLATION AND BREACH OF CONTRACT

Disputes:

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

Performance during Dispute:

Unless otherwise directed by the Baldwin County Commission's authorized representative, contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages:

Should either party to the contract suffer injury or damage to person or property because of any act or omission

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

Remedies:

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

Rights and Remedies:

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

TRANSIT EMPLOYEE PROTECTIVE ARRANGEMENTS

(a) General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. §5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the Baldwin County Commission's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection, however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. §5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. §5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

(b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. §5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. §5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49U.S.C.§5333(b) are necessary or appropriate for the state and the public body sub-recipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

(c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. §5311 in Non-urbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. §5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto. The Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

AMERICANS WITH DISABILITIES ACT (ADA)

The Contractor shall comply with 49 U.S.C. §5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 U.S.C. §794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

(1) The contractor certifies that it:

- (a) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

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

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

SEVERABILITY

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

TRAFFICKING IN PERSONS

In accordance with 22 U.S.C. §7104(g) and 2 C.F.R. part 175, the contractor agrees that it and its employees that participate in the Recipient's Award, may not:

- (a) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;
- (b) Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or
- (c) Use forced labor in the performance of the Recipient's Award or sub-agreements thereunder.

CONTRACT WORK HOURS AND SAFETY STANDARDS FOR AWARDS NOT INVOLVING CONSTRUCTION

The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. §3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5. The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications,

hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job. The contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

**REQUEST FOR PROPOSALS FOR
MICROTRANSIT SOFTWARE FOR PUBLIC TRANSPORTATION
FOR THE BALDWIN COUNTY COMMISSION**

**SECTION 6
FORMS**

- Attachment A Certification Regarding Lobbying
- Attachment B Baldwin County Commission Contract for Professional Services
- Attachment C DBE Letter of Intent
- Attachment D DBE Affidavit
- Attachment E DBE Unavailable Certification
- Attachment F Prompt Payment Affidavit

ATTACHMENT A

CERTIFICATION AND RESTRICTIONS ON LOBBYING

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

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

- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. 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.,

Name of Bidder/Company Name: _____

Type or print name: _____

Signature of authorized representative: _____ Date _____ / _____ / _____

ATTACHMENT B

State of Alabama)

County of Baldwin)

CONTRACT FOR PROFESSIONAL SERVICES

This Contract for **Professional** Services is made and entered into by and between the County of Baldwin (hereinafter called "COUNTY") acting by and through its governing body, the Baldwin County Commission, and _____, (hereinafter referred to as "PROVIDER").

WITNESSETH:

Whereas, at its regular meeting on Tuesday, _____, the COUNTY authorized staff to solicit a Request for Proposals (RFPs) for **MICROTRANSIT SOFTWARE FOR PUBLIC TRANSPORTATION**; and

Whereas, the PROVIDER responded to the Request for Proposals and was chosen by the COUNTY to provide needed services in accordance with the Request for Proposals and Response.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

- I. **Definitions.** The following terms shall have the following meanings:
 - A. COUNTY: Baldwin County, Alabama
 - B. COMMISSION: Baldwin County Commission
 - C. PROVIDER: _____
- II. **Obligations Generally.** The COUNTY hereby retains, and the PROVIDER agrees to perform for the COUNTY, those services as hereinafter set forth. This document shall serve as the binding contract for the services of the PROVIDER. PROVIDER shall immediately commence performance of the services outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.
- III. **Recitals Included.** The above recitals and statements are incorporated as part of this Agreement and shall have the effect and enforceability as all other provisions herein.
- IV. **Professional Qualifications.** For the purpose of this Contract, the PROVIDER represents and warrants to the COUNTY that it possesses the professional, technical, and administrative personnel with the specific experience and training necessary to provide the professional services required herein.
- V. **No Prohibited Exclusive Franchise.** The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- VI. **Representation/Warranty of Certifications, Etc.** PROVIDER represents and warrants that PROVIDER is presently certified, licensed and otherwise permitted under all necessary and applicable laws and regulations to perform the services herein, and that PROVIDER shall renew, maintain, and otherwise ensure that all such certifications, licenses, and permits are current and valid, without interruption, for and through completion of the services. The representation and warranty aforesaid is a material inducement to the COUNTY in entering this Contract, and the parties agree that the breach thereof shall be deemed material at the County's option.

- VII. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- VIII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract.
- IX. No Agency Created. It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Contract. Therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.
- X. Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- XI. Entire Agreement. This Contract represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by all parties.
- XII. Failure to Strictly Enforce Performance. The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XIII. Assignment. This Contract or any interest herein shall not be assigned transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.
- XIV. Ownership of Documents/Work. The COUNTY shall be the owner of all copyright or other intellectual property rights in reports, documents and deliverables produced and paid for under this Contract, and to the extent permitted by Alabama law, any such material may be reproduced and reused at the discretion of the COUNTY without payment of further consideration. PROVIDER shall not transfer, disclose, or otherwise use such information for any purpose other than in performance of the services hereunder, without the COUNTY's prior written consent, which may be withheld or granted in the sole discretion of the COUNTY.
- XV. Notice. Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

PROVIDER:

COUNTY: Baldwin County Commission
c/o Chairman
312 Courthouse Square
Suite 12
Bay Minette, AL 36507

XVI. Services to be Rendered. PROVIDER is retained by the COUNTY as a professionally qualified Contractor. The general scope of work for the services shall include all the terms and Conditions of **“Request for Proposals”**, the same being expressly incorporated herein by reference, and without limitation will encompass:

“All provision and conditions and/or specifications listed/stated in the Request for Proposals for MICROTRANSIT SOFTWARE FOR PUBLIC TRANSPORTATION for the Baldwin County Commission”.

- A. PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails, etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.
- B. PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
- C. PROVIDER represents and warrants that its services shall be performed within the limits and standards provided by the COUNTY, in a manner consistent with the level of care and skill ordinarily exercised by similar providers under similar circumstances at the time the services are performed.

XVII. General Responsibilities of the COUNTY.

- A. The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.
- B. The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

XVIII. Termination of Services. The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, PROVIDER shall discontinue its work to the extent specified in the notice.

In the event of termination, the COUNTY shall pay PROVIDER for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination.

XIX. Compensation Limited. The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY.

XX. Direct Expenses. Compensation to the PROVIDER for the work shall be paid \$_____. Said compensation shall be all inclusive, including without limitation, reimbursement of all costs, incidentals and operating expense associated with those directly engaged in performance of the requested services.

XXI. Method of Payment. PROVIDER shall submit invoices to the COUNTY for payment for work performed. Such invoice shall be accompanied by a detailed account of compensation to be paid PROVIDER.

Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.

- XXII. Effective and Termination Dates. This Contract shall be effective for twelve (12) months and commence immediately upon the same date as full execution, with an option to issue two (2) twelve (12) month contracts or extend the first contract until such time that a new contract can be bid and awarded. And additional contract or extensions will be at the same prices, terms and conditions. Any successive contract(s) must have the written approval of both the County and the Provider no later than thirty (30) days prior to the expiration of the original contract. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]
- XXIII. Force Majeure. The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and/or necessitated by the provisions herein shall be alleviated for either party by such event or effect.
- XXIV. Indemnification. Provider shall indemnify, defend and hold County and its Commissioners, affiliates, employees, agents, and representatives (collectively "County") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys' fees, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon County, as a result of or in any manner related to provision of services hereunder, or any act or omission, by Provider. Contractor shall provide the COUNTY with proof of general liability coverage including the COUNTY as an additional insured. This indemnification shall survive the expiration of this Contract.
- XXV. Number of Originals. This Contract shall be executed with three (3) originals, each of which are equally valid as an original.
- XXVI. Governing Law. This Contract in all respects, including without limitation its formation, validity, construction, enforceability, and available remedies, shall be governed by the laws of the State of Alabama, without regard to Alabama conflict of law principles.
- XXVII. Insurance. Prior to performing services pursuant to this Contract, Provider shall carry, with insurers satisfactory to County, throughout the term of hereof, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence, Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence, and Worker's Compensation Insurance, meeting the statutory limits of the State of Alabama and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at the subject property site. All liability insurance shall name the County as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to County, shall be furnished to County, which shall specifically state that such insurance shall provide for at least ten (10) days' notice to County in the event of cancellation, termination, or any change in such insurance policies. The worker's compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against County and County Representatives. Should Provider fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, County may, at its option, suspend this Contract until insurance is obtained, terminate this Contract immediately without further action, or hold Provider in material default and pursue any and all remedies available.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the last day of execution by the COUNTY as written below.

COUNTY

ATTEST:

MATTHEW P. MCKENZIE/ Date
Chairman

ROGER H. RENDLEMAN/ Date
County Administrator

State of Alabama)

County of Baldwin)

I, _____ Notary Public in and for said County, in said State, hereby certify that, Matthew P. McKenzie, whose name as Chairman of Baldwin County Commission, and Roger H. Rendleman, whose name as County Administrator, are known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Professional and Construction Services, they, as such officers and with full authority, executed same knowingly and with full authority to do so on behalf of said Commission.

Given under my hand and official seal, this the _____ day of _____, 2024.

Notary Public
My Commission Expires

PROVIDER:

Insert Provider Name

By _____/Date
Its _____

State of _____)

County of _____)

I, _____ Notary Public in and for said County and State, hereby certify that _____ as _____ of _____, whose name is signed to the foregoing in that capacity, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, he executed the same voluntarily on the day the same bears date for and as an act of said _____.

GIVEN under my hand and seal on this the _____ day of _____ 2024.

Notary Public
My Commission Expires

ATTACHMENT C

DBE Letter of Intent

This form is to be completed by the Prime Contractor and each DBE Subcontractor

To: _____
(Name of Proposer)

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

Individual _____ Corporation _____ Partnership _____ Joint Venture _____

The Disadvantaged Business Enterprise status of the undersigned is confirmed:

1. On the AL UCP list of Disadvantaged Business Enterprises dated _____; and
2. On the attached Disadvantaged Business Enterprise Affidavit.

The undersigned is prepared to perform the following work in connection with the above project (Specify in detail particular work items or parts thereof to be performed):

The DBE contractor will perform this work at the following price: _____

The following commencement date has been projected for such work, and the undersigned is projecting completion of such work as follows:

| Items | Projected Commencement Date | Projected Completion Date |
|--------------|------------------------------------|----------------------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |

The above work will not be sublet to a non-Disadvantaged Business Enterprise at any tier. The undersigned will enter into a formal agreement for the above work with prime contractor, conditioned upon the prime contractor's execution of a contract with the _____.

Name of Disadvantaged Business Enterprise: _____

Address of Disadvantaged Business Enterprise: _____

By: _____

Title: _____

Date: _____

ATTACHMENT D

DBE Affidavit

This form is to be completed by each DBE Subcontractor

State of _____

Date: _____

County: _____

The undersigned, being duly sworn, deposes and says that he/she is the (sole owner, partner, president, treasurer, or other duly authorized official of a corporation) of

(Name of Official)

(Name of DBE)

and certifies that since the date of its certification through the AL UCP, the certification has not been revoked nor has it expired nor has there been any change in the minority status of

(Name of DBE)

(Signature and Title of Person Making Affidavit)

Sworn to before me this _____ day _____, 20_____

(Notary Public)

NOTE: The proposer must attach the DBE's most recent certification letter or document to this affidavit.

ATTACHMENT E

DBE Unavailable Certification

This form is to be completed by the Prime Contractor to document good faith efforts to solicit DBE participation

I, _____, the _____
(Name) (Title)

of _____ certify that on _____
(Proposer/Prime Contractor) (Date)

I contacted the following Disadvantaged Business Enterprise to obtain a proposal to perform the following work item(s):

| <u>DBE Organization</u> | <u>Work Items Sought</u> | <u>Form of Proposal Sought (e.g., materials, materials & labor, labor only, etc.)</u> |
|-------------------------|--------------------------|---|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

To the best of my knowledge and belief, said Disadvantaged Business Enterprises were unavailable for work on this project, unable to prepare a proposal, or were not selected for the work sought for the following reason(s):

Signature: _____ Date: _____

Prompt Payment Affidavit

Either section (A) or (B) of this form is to be completed by the Prime Contractor

- (A) The undersigned affirms, to the best of his/her knowledge and belief, that:
- (1) The undersigned understands and agrees that the Contractor is required to pay all Subcontractors for all work that any Subcontractor has satisfactorily completed no later than thirty (30) days after the Contractor has received payment from the _____ for that work.
 - (2) The undersigned understands and agrees that the Contractor is required to pay retainage amounts, if any, to a Subcontractor no later than thirty (30) days after the _____ has released retainage to the Contractor for that portion of the work.
 - (3) The undersigned understands and agrees that any delay in or postponement of payment to any Subcontractor by the Contractor requires the Contractor to demonstrate good cause and to receive prior written approval by the _____.
 - (4) The undersigned understands and agrees that the _____ will not pay the Contractor for Services performed or Deliverables submitted unless and until the Contractor certifies that the Subcontractors have been promptly paid for the work or services they have performed under all previous payment requests, as evidenced by the filing with the _____ the Contractor's sworn statement that the Contractor has complied with the prompt payment requirements.

The undersigned solemnly declares and affirms under penalty of perjury that the above and foregoing are true and correct, and that he/she is authorized on behalf of the Contractor to sign this affidavit.

| | |
|---------------------------|--------------|
| _____ | _____ |
| Signature | Company Name |
| _____ | _____ |
| Official's Name and Title | Date |

-
- (B) The undersigned solemnly declares and affirms under penalty of perjury that no Subcontractors will be used in the performance of the work or services

and, as such, the statutory prompt payment requirements are inapplicable. The undersigned further declares that he/she is authorized on behalf of the Contractor to sign this affidavit.

Signature

Company Name

Official's Name and Title

Date