REGIONAL TRANSPORTATION AGENCY OF CENTRAL MARYLAND

REQUEST FOR PROPOSAL

RFP-010-24

FOR

PARATRANSIT SOFTWARE

8510 Corridor Road,
Suite 110
Savage, MD 20763

SCHEDULE

RFP-010- 24

Date	Step
April 08, 2024.	Begin Solicitation: Email Notices to Bidders on Bid List; Post on eMaryland Marketplace Advantage (eMMA) and RTA's Website. No Pre-bid meeting.
April 30, 2024.	Questions due by 12:00 p.m.
May 13, 2024.	Bids due by 4:00 p.m. to 8510 Corridor Road, Suite 110, Savage, 20763.
May 31, 2024.	Tentative Award by RTA.

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SECTION A. GENERAL MATTERS

1. Summary

The Transit Management of Central Maryland, d/b/a as the Regional Transportation Agency of Central Maryland (RTA) is a corporation which provides and operates fixed route and paratransit services in Howard, Anne Arundel, Prince George Counties, and the City of Laurel. RTA is seeking proposals for paratransit software.

2. Issuing Office

Ronaldo Joanis
Procurement Specialist
8510 Corridor Road, Suite 110
Savage, MD 20763
Telephone #: (301) 957- 3619
ronaldo.joanis@transitrta.com

The individual listed above shall serve as the "Contract Officer" and as the sole point of contact for purposes of this procurement.

3. Silence of Specification

The apparent silence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specifications compliance will be the responsibility of the vendor.

4. Preparation of Proposal

a. The bidder's proposal shall be written in ink or typewritten on the form provided.

b. If items are listed with a zero quantity, the bidder shall state unit price **ONLY** (intended for open end purchases where estimated requirements are not known). The proposal shall show a total bid price for each item bid and the total bid price of the proposal, excluding zero quantity items.

5. Prices Quoted

The prices quoted are those for which the material will be furnished F.O.B. Destination and must include all charges that may be imposed during the period of the contract.

6. Samples or Brochures

Software demonstrations, samples, or brochures may be required by RTA for evaluation purposes. They shall be such as to permit RTA to compare and determine if the item offered complies with the intent of the specifications.

7. Questions and Inquiries

All questions and inquiries regarding the terms of this RFP should be directed to the Contractor Officer identified in Section A.2. prior to the pre-bid meeting.

Questions subsequent to the pre-bid meeting, when required, must be submitted in writing to the person below.

Please refer any questions to: Ronaldo Joanis, Procurement Specialist
Regional Transportation Agency
Phone: (301) 957- 3619
Email: ronaldo.joanis@transitrta.com

Questions must be received by **12:00 p.m. on April 30th, 2024**. A summary of questions and answers, including those addressed at the pre-bid meeting conference, will be distributed to all attendees of the pre-bid meeting and any others known to have received the bid documents.

Written responses published within 48 business hours shall be considered the official answers and shall supersede any verbal discussions. Verbal answers at or subsequent to the pre-bid meeting, if required, are not binding and reliance should not be placed on the same.

8. Submission Deadline and Instructions

All proposals must arrive at the Attention of the Contractor Officer ("Issuing Office") by May 13th, 2024, no later than 4:00 P.M. to be formally considered. Requests for extension of this date or time will not be granted. Offerors mailing proposals should allow sufficient mail and internal delivery time to ensure timely receipt at the Issuing Office. Proposals or unsolicited amendments to proposals arriving after the closing date and time will **NOT** be considered.

Bidders are cautioned that bids mailed, shipped by express, sent by courier, or hand-delivered to arrive the day of the bid opening must be in the hands of the Issuing Office no later than 4:00 p.m. on the date specified. Bids received later than that time will be returned unopened. Please check your method of delivery to see if it conforms to this requirement. Proposals must be mailed, shipped, or hand delivered to the following address:

Contractor Officer
Issuing Office
Regional Transportation Agency
8510 Corridor Road, Suite 110
Savage, MD 20763

BIDDERS ARE ADVISED THAT MAIL IS DELIVERED ONCE A DAY, AND USUALLY ARRIVES AFTER THE TIME SPECIFIED FOR BID DELIVERY ON THE APPLICABLE DATE.

BIDS WILL NOT BE ACCEPTED AT ANY OTHER LOCATION.

RTA WILL NOT BE RESPONSIBLE FOR ANY BIDS DELIVERED TO ANY OTHER LOCATION THAN THE ISSUING OFFICE OF THE CONTRACTOR OFFICER, WHETHER

RTA, SUCH AN OTHER LOCATION IS A RTA OFFICE OR OTHERWISE.

All proposals must be in a sealed envelope with the following information clearly printed on the outside:

THIS IS A SEALED BID PROPOSAL FOR

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Please note that if a bid is mailed, sent by messenger service, or delivered by commercial carrier (e.g. FEDEX, UPS, etc.). **THE OUTSIDE ENVELOPE, AS WELL AS THE INSIDE ENVELOPE, IF ANY, MUST CONTAIN THE LEGEND SHOWN ABOVE**. RTA staff receives many items by such services and if the legend does not appear, a response may be misrouted or delayed in opening. The bidder takes full responsibility for the legend and RTA WILL NOT DEEM A BID AS TIMELY RECEIVED, EVEN IF RECEIVED ON TIME, IF OPENED LATER THAN THE DEADLINE DUE TO LACK OF THE APPROPRIATE LEGEND ON THE MAILER/OUTSIDE ENVELOPE.

9. Duration of Offer

Unless otherwise specified by the RTA, proposals submitted in response to this solicitation are irrevocable for ninety (90) days following the closing date. This period may be extended only with the offeror's written agreement.

10. Withdrawal of Proposals

A bidder may withdraw its proposal unopened after it has been deposited, if such a request is made prior to the time set for the opening of the proposal.

11. Public Inspection of Proposals

If the bidder designates a portion of its bid as confidential, it shall isolate and identify in writing the confidential portions. The bidder shall include with this designation a statement that explains and supports the firm's claim that the bid items identified as confidential contain trade secrets or other proprietary data.

12. Changes in Contract Documents

Changes to contract documents shall be made only in writing and copies will be emailed, faxed, or mailed to all known prospective bidders. RTA assumes no responsibility for verbal instructions or interpretations. The contract documents contain the provisions required for the contract. Information obtained from an officer, agent, or employee of RTA or any other person shall not affect the risks or obligations assumed by the bidder or relieve him of fulfilling any of the conditions of the contract.

13. Revisions to the RFP

If it becomes necessary to revise this RFP, amendments will be provided to all prospective offerors that were sent this RFP or are known otherwise by the Contract Officer to have obtained this RFP. Acknowledgment of the receipt of all amendments will be required.

14. Cancellation of the RFP; Rejection of All Proposals

RTA may cancel this RFP, in whole or in part, or may reject any/all proposals submitted in response

whenever this action is determined to be in the best interest of the Agency. RTA shall have no liability or obligation to any of the proposers preparing or submitting proposals under this RFP.

15. Proposal Acceptance; Discussions

RTA reserves the right to accept or reject any or all proposals, in whole or in part, received in response to this RFP, to waive or permit cure of minor irregularities; and to conduct discussions with all qualified offerors in any manner necessary to serve the best interests of the Agency. RTA also reserves the right, at its sole discretion, to award a contract based upon the written proposals received without prior discussions or negotiations.

16. Disqualification of Bidders

Any one or more of the following causes may be considered sufficient for the disqualification of a bidder and the rejection of its proposal(s):

a. More than one proposal for the same contract from an individual, firm, or corporation under the same or different names.
b. Evidence of collusion among bidders.
c. Unsatisfactory performance record as evidenced by past experience.
d. If the unit prices are obviously unbalanced either in excess or below reasonable cost analysis values.
e. If there are any unauthorized additions, interlineation, conditional, or alternate bids or irregularities of any kind which may render the proposal incomplete, indefinite, or ambiguous as to its meaning.
f. Non-attendance of mandatory pre-bid meetings may be cause of disqualification.

17. Bid Opening

NOT APPLICABLE

18. Omission of Specifications

The omission of any specifications, or details of any specifications which would normally apply to the products or service herein stated, shall not relieve the bidder from fulfilling the required specifications necessary to provide a finished product best suited for the intended purpose. The best commercial practices are to prevail, and only materials of first quality, correct type, size, and design are to be used.

Workmanship shall be of first quality. All parts and materials, whether specified herein or not, shall be rated to meet or exceed the maximum rating required by the product or service and its maximum intended purpose.

19. Incurred Expenses

RTA will not be responsible for any costs incurred by an offeror in preparing and submitting a proposal in response to this RFP.

20. Compliance with Law

By submitting an offer in response to this RFP, the offeror, if awarded the contract, agrees that it will comply with all federal, state, and local laws applicable to its activities and obligations under the contract.

21. Acceptance of Terms and Conditions

By submitting a response to this RFP, an offeror shall be deemed to have accepted all the terms, conditions, and requirements set forth in this RFP unless otherwise clearly noted and explained in its proposal. All proposals submitted in response to this Request for Proposal become the property of RTA.

All RTA agreements are subject to the RTA's General Terms and Conditions unless otherwise specifically changed or waived hereunder or in the Contract.

22. Term

Any contract(s) resulting from this procurement will be for the stated period referenced therein; however, all contracts are subject to non-appropriations and termination for convenience clauses.

23. Failure To Deliver or Perform

In the event the offeror fails to deliver the goods or services covered by the contract and in accordance with the delivery dates stipulated in the contract, RTA reserves the right to purchase on the open market those goods and services which the offeror has failed to deliver and shall deduct any additional costs incurred by the RTA as a result of such failure to deliver, from any money due to the offeror under the contract or other contracts with RTA.

24. Termination of Contract

RTA reserves the right to cancel the contract entered into as a result of this bid if, in its opinion, there shall be a failure on the part of the offeror at any time to perform faithfully any of the contract requirements. Should the offeror fail to comply with contract requirements, except for circumstances beyond its control such as, but not limited to an Act of God, war, flood, and governmental restrictions, RTA reserves the right to purchase the required goods or services in the open market and charge the offeror with any excess costs, or to complete the required work or obtain the required goods at the expense of the offeror and to withhold any monies that may be due or become due and apply same to any expenses or excess costs incurred to RTA.

RTA may terminate this agreement at any time, for any reason, and shall be liable only for time and costs incurred as of the date of termination.

25. Changes to the Contract

RTA may at any time make changes within the general scope of the contract in the design or specifications of the services to be delivered. The contract shall be modified in writing to reflect any equitable adjustment caused by any increase or decrease in the offeror's cost or time required for performance or change in scope of service. RTA reserves the right to increase or decrease quantities and/ or projects at their discretion.

26. Agreement/Contract

Any agreement or contract resulting from the acceptance of a Proposal shall be on forms either supplied by or approved by RTA and shall contain, at a minimum, applicable provisions of the Request for Proposal. RTA reserves the right to reject any agreement that does not conform to the Request for Proposal and any RTA requirements for agreements and contracts.

27. Contract and Related Data

No reports, information or data given to or prepared by RTA under the contract shall be made available to any person by the firm without the prior written approval of the RTA.

28. Contract Award

Award will be made to the responsive and responsible Offeror submitting a proposal that meets or exceeds the requirements and specifications of this procurement and receives the highest ranked or scored evaluation based on the evaluation criteria, as stated in this RFP. In determining whether a proposal is "responsive and responsible," RTA may consider, among other things, an examination of the Offeror's audited financial statements, and/or the business background of the Offeror's employees, and/or evidence of the Offeror's satisfactory performance and integrity on past contracts per client reference. Award will be made in a manner deemed to be in the best interest of RTA. RTA may, at its option, accept or reject any substitution offered to any specification.

29. Contract Extension

Any contract(s) resulting from this RFP shall be eligible for a one (1)-year extension for up to three (3) additional terms and may be approved upon mutual agreement.

30. Contract Documents

The Contract Documents shall include this RFP, Schedule, Information to Bidders, Bid Forms, Specifications, Drawings, Addenda, the RTA General Terms and Conditions, the resulting contract, and any other documents which are clearly intended to be a part of the terms, conditions, requirements, and specifications for the subject products or services.

31. Termination for Convenience

Contracts shall remain in effect for the time, duration and quantity specified unless the contract is terminated by RTA. The RTA may terminate the contract at any time by giving written notice of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of termination.

32. Termination for Cause

If, for any reasons or through any cause, the Contractor fails to fulfill in a timely and proper manner, its obligations under this Contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this Contract, RTA shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports, or other material prepared by the Contractor under this Contract shall, at the option of RTA, become property of the RTA. The

Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to RTA.

33. <u>Non-discrimination</u>

RTA is an equal opportunity employer. RTA complies with Title VI of the Civil Rights Act of 1964, which provides that no person shall be denied on the grounds of race, color, or national origin, be excluded from, be denied the benefits of, or discriminated against under any program or activity receiving Federal financial assistance. **Each bidder shall verify through execution of the bid form that it does not discriminate on the basis of race, color, creed, religion, gender, age, lawful sexual orientation, marital status, national origin, or on any other basis generally prohibited by any federal, State, or local law, rule, or regulation.**

SECTION B. BID PROPOSALS AND RELATED MATTERS

1. **Pre-Bid Meeting**

   None Scheduled.

2. **Presentation**

   Offerors may be required to make individual written or oral presentations to RTA representatives in order to clarify their proposals.

3. **Proposal Form**

   Proposals should be simply and economically prepared to provide a straightforward, concise description of the offeror's proposal for meeting the requirements of this procurement.

4. **Bid Forms**

   All Bids must be made on the required bid forms. All blank spaces for bid prices must be completed in ink or typewritten, and the bid form must be fully completed and executed when submitted. A conditional or qualified bid will not be accepted.

5. **Bid Notice Disclaimer**

   The mailing of bid solicitations (notices) to incumbent and/or potential vendors of goods and services is a courtesy extended by RTA, as well as a method for generating interest among vendors. For purposes of bidding opportunities, generally, interested vendors should rely on the public notices published through online platforms such as RTA website (https://www.transitrta.com/) and eMaryland Marketplace Advantage (eMMA).

6. **Bid Surety**

   NOT REQUIRED FOR THIS CONTRACT.

7. **Waiver of Technicalities**

   RTA reserves the right to waive any minor informalities or irregularities in any bid received that do not go to the heart and central purpose of the proposal or do not prejudice other Bidders. RTA further reserves the right to reject as non-responsive any conditional proposal, optional proposal, or any proposal that takes stated or implied exception with any condition or requirement of this procurement, or as deemed incomplete by RTA.

8. **Basis of Award**

   All responsive proposals from responsible bidders will be eligible for contract award, based on the following:

   a. The most advantageous proposal to the RTA Bid with price and other factors as indicated in the

 scope of work.

b. Compliance with specifications.
c. Compliance with terms of the bid package.
d. Ability to perform or deliver on time.

RTA may undertake such investigations or inquiries as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish RTA with all requested information and data for this purpose.

9. Modification or Withdrawal of Bids

a. Pre-Opening Modification or Withdrawal of Bids:
Bids may be modified or withdrawn by written notice received by the RTA staff before the time and date set for bid opening.

b. Disposition of Bid Bond:
If a bid is withdrawn in accordance with this regulation, the Bid Bond, if any, shall be returned to the Bidder.

c. Late Bids, Late Withdrawals, and Late Modifications:
Any bid and any request for Withdrawal or Modification received after the time and date set for receipt and opening of bids is late and will be disregarded.

10. Performance and Payment Bonds

NOT REQUIRED FOR THIS CONTRACT.

11. Substitutions

The material, products, and equipment described in the bidding documents establish a standard of required function, dimension, appearance, and equality to be met by any proposed substitution, unless specifically stated otherwise. No substitutions will be considered prior to receipt of the bids unless a written request for approval has been received at least ten (10) days prior to the receipt of the bids. Each such request shall include the name of material or equipment for which a substitution is proposed and a complete description of the proposed substitute including drawings, cuts, performance, test data, and any other information necessary for evaluation.

12. Multiple and/or Alternates proposals

Multiple proposals and/or alternate proposals will not be accepted. Any proposal submitted in response to this RFP must clearly state a not-to-exceed total cost per the provisions contained herein, and such a total cost must be complete enough in its scope and detail as to permit RTA to fairly evaluate it along with other proposals received for the purpose of determining a successful Bidder.

13. Addenda

Addenda, if any, will be emailed, mailed, or delivered to all that are known to have received a complete set of bidding documents and will be posted on the eMaryland Marketplace Advantage. Copies of Addenda will be made available for inspection wherever bidding documents are on file for that purpose. No addenda will be issued later than three (3) days prior to the date for receipt of bid, except an Addendum

withdrawing the request for bids or one which includes postponement of the date for receipt of bids.

14. Trade and Brand Names

Unless specifically provided otherwise in an RFP, the use of or references to any trade or brand names in this bid package shall be solely for the purpose of establishing a standard and shall in no way infer that other trade and brand names will not be acceptable.

15. Product Literature

Bidders shall include with their bid submittal literature detailing make, model, and specifications of the product which they are bidding, if applicable.

16. Exceptions to Bid Specifications

Any bidder making an exception to the stated specifications or requirements must make such exceptions clear and in writing, and shall attach such exceptions to, or include them in, the sealed bid proposal. This section is not to be construed to mean that the RTA is obligated to accept any such exception.

RTA IS NOT OBLIGATED TO ACCEPT ANY BID NOT IN CONFORMANCE WITH BID SPECIFICATIONS AND MAY REJECT SUCH BIDS WITHOUT COMMENT OR REVIEW. BIDDERS TAKING SUCH EXCEPTIONS DO SO AT THEIR OWN RISK.

17. Time of Delivery

The Contractor, after receipt of written notice of the award of the contract and receipt of the purchase order, shall diligently prosecute same so that it will be fully completed within the number of consecutive calendar days stated in the proposal. Calendar days for completing delivery of the bid items shall start from the date of notice of said award and purchase order.

18. Default in Contracting

Should the bidder to whom the contract is awarded fail or be unable to execute the contract for any reason within seven (7) calendar days after final notification of award, then an amount equal to the difference between the accepted bid price and that of the next highest bidder shall be forfeited to the owner as liquidated damages.

19. Payment Terms

Payment will be made only for properly approved invoices supported by adequate information and details enabling RTA to determine that the appropriate level of performance has been reached, including invoices for materials already delivered and services already performed. Otherwise, payment will not be made. Invoices must include the period covered and a detailed itemization of the items or services included in the invoice, which shall be subject to review by the RTA. Invoices shall be submitted monthly (for ongoing projects or orders) or within thirty (30) days of delivery or completion (for single service or delivery contracts) by paper or by email. Approved payment shall be made to the contractor within forty-five (45) calendar days of receipt of an acceptable invoice. Invoices shall be mailed or emailed directly to the designated Contract Administrator.

20. Insurance

Prior to execution of this contract, the successful bidder shall submit a "**Certificate of Insurance"**

indicating it carries the appropriate insurances in the amount specified in this RFP. Coverage shall be maintained continuously throughout the term of the contract with no lapses in coverage. Unless otherwise specified, coverage levels shall be required as follows:

a. General Liability - Minimum - $1,000,000.00 per occurrence.

b. Workers' Compensation Insurance as required by law.

c. Comprehensive Liability Insurance with minimum limits of $1,000,000.00 per person, $2,000,000.00 per occurrence. The policy shall include the broad form of Comprehensive General Liability Endorsement or its equivalent.

d. All required coverage shall include and specifically name RTA as an additional insured and loss payee with respect to all operations under the contract, and for the duration of the contract, in full.

e. The successful bidder will furnish RTA any up-to-date certificates of insurance stating the requirements listed above at contract implementation and should insurance coverage change or be renewed at any time.

21. Immigration Law Compliance

By submitting and signing a proposal, each bidder hereby certifies that it does not, and if awarded the contract, will not during the performance of the contract, employ illegal workers or otherwise violate any provisions of any applicable federal, State, or local law concerning the employment of illegal aliens, the certification of nationality of workers, or otherwise.

22. Verification of Registration and Tax Payment

Before a corporation can do business in the State of Maryland, it must be registered with the Department of Assessments and Taxation. It is strongly recommended that any potential Bidder complete registration prior to the due date for receipt of proposals. A Bidder's failure to complete registration with the Department of Assessments and Taxation may disqualify an otherwise successful Bidder from final consideration and contract award.

23. Protests

Any protest by a Bidder *regarding this Request for Proposals* must be received in writing at RTA no later than **2:00 PM, May 17th, 2024**.

Protests of award must be received in writing at RTA no later than ten (10) calendar days after the date the protester was notified of the award. All protests will be processed promptly by the RTA and submitted to RTA's General Manager for review by his designees.

24. Inspection of Bidder Facilities

Bidders shall permit authorized representatives of RTA to inspect a Bidder's facilities and equipment as they relate to this RFP and/or the offeror's proposal. Unsubstantiated statements or the refusal to permit such inspection as required in this section may cause the offeror to be deemed non-responsive.

25. Disadvantaged Business Enterprises (DBE)

- This contract might be subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises (DBE) in Department of Transportation Financial Assistance Programs. The DBE goal for this contract is (7%).
- The successful Offeror will be required to report its DBE participation throughout the period of performance.
- The Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than thirty (30) days after the Contractor's receipt of payment for that work from RTA.
- The Contractor must promptly notify RTA whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of RTA.
- The Contractor must comply with the requirements of 49 CFR 23.67 (Disadvantaged Business Enterprises **FORM#5**).

26. Proposal format

Offerors must submit an original and two (2) copies of their proposal in two separate, sealed envelopes or files: "TECHNICAL PROPOSAL – RFP 010-24" and "FINANCIAL PROPOSAL – RFP 010-24". All pages of both the Technical and Financial Proposals must be separately and consecutively numbered from beginning to end. **NOTE**: Except for proof of financial capability data, there must be no mention whatsoever in the Offeror's Technical Proposal of any actual or proposed costs or prices.

Technical Proposal: The technical proposal shall include the following:

Transmittal Letter: A brief introductory letter to introduce the Offeror's proposal. It also acknowledges the Offeror's receipt of any addenda/amendments. It must be signed by an individual who is authorized to commit the Offeror to the services and requirements as stated in this RFP.

Identification of Confidential Content: A listing of specific information (if any) contained in the Technical Proposal, which the Offeror states/claims, is confidential. (Please note that blanket identification of entire sections in the Technical Proposal as confidential is not acceptable).

Table of Contents: A table of contents of the technical proposal documentation must be included.

Executive Summary: A highlighting of the Offeror's overall Technical Proposal submission. The Offeror shall provide a statement explaining why the company would be most qualified to handle this account, including mention of any past experience in service to transit organizations and other public agencies. The summary is also the Offeror's opportunity to identify any exceptions being taken to any of the RFP requirements or attachments. The Offeror shall also include here the signed Affidavit of Qualifications to Bid (**FORM#4**). NOTE: Offeror exceptions to terms and conditions of this RFP and attachments may result in having the Offeror's proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award. If a prospective Contractor takes no exceptions, the Executive Summary should specifically so state.

Response to Statement of Work Requirements: In a concise manner, the Offeror shall address the

work requirements stated in Section C of this RFP and how the Offeror's proposal will meet or exceed those requirements.

Offeror's Experience and Capability: The Offeror shall describe its overall experience and past performance in providing services similar to those solicited in this RFP. As part of its proposal, the Offeror shall provide at least three (3) references for which similar services have been performed (experience with transit related firms a plus); a contact person, address and phone number for each reference shall also be submitted, and it shall be understood that the contact person will be willing to briefly and orally discuss with RTA the Offeror's work.

Subcontractors (if any): The Offeror must identify all subcontractors and the role each subcontractor will have in the performance of the Contract. DBE subcontractors must be identified as such, along with their specific work contribution and their percentage of the total contract amount. A summary of the experience and expertise of each subcontractor, with at least one reference and contact person, shall also be provided.

Proof of Financial Capability: The Offeror shall provide evidence acceptable to RTA that the Offeror has the financial capability to provide the services required in this RFP.

Legal Actions Summary: The prospective Contractor shall include the following:

a. A statement as to whether there are any outstanding legal actions against the Contractor, and a brief description of any such action.
b. A brief description of any settled or closed legal actions against the Contractor over the past five years.
c. In instances where litigation is ongoing and the Contractor has been directed not to disclose information by the court, provide the name of the judge and location of the court.

Financial Proposal:

Under separate sealed cover from the Technical Proposal, and clearly labeled as stated above, the Offeror must submit an original and two (2) copies of its Financial Proposal. The Financial Proposal must contain all cost and price information in the format specified in "Standard Sealed Bid Price Sheet" (**FORM#1**).

27. Evaluation criteria

The objective of the evaluation will be to select the bidder who offers the best value and fits the needs of the RTA. Each proposal will be evaluated based on compliance with the RFP instructions and the mandatory terms and conditions set forth within the RFP document. Evaluation will be based on the following criteria:
The evaluation will be conducting based on the following criteria listed in order of importance:

1. **Company qualifications, staff experience and references (30 points max.)** - Technical experience in performing work of a closely similar nature; experience working with public agencies; strength and stability of the firm; experience and technical competence of subcontractors (if any); client references demonstrating success in providing similar services.
2. **Price proposal (35 points max.)**. Reasonableness of the total cost based on anticipated requirements; adequacy of data in support of figures quoted; basis on which prices are quoted.
3. **Project Methodology Plan, Schedule, and Communications (20 points max)**.

10. Disadvantaged Business Enterprises (DBE) requirement (15 points max.).

The combined scores of the technical evaluation and the financial evaluation will be used to rank the proposals. Incomplete proposals will be automatically disqualified.

Upon completion of all discussions and negotiations, reference checks, and RTA scoring of Technical and Financial Proposals, live demos demonstrations, the Bid Evaluation Committee will recommend award of the Contract to the responsible Offeror whose proposal is determined to be the highest total evaluated proposal and the one most advantageous to RTA, having considered all technical evaluation factors and price factors as set forth in this RFP.

PLEASE SEE THE NEXT PAGE SCOPE OF WORK AND BID SHEETS.

SECTION C. SCOPE OF WORK, SPECIFICATIONS AND RELATED MATTERS

PARATRANSIT SOFTWARE
SPECIFICATIONS

General:

The Transit Management of Central Maryland, dba the Regional Transportation Agency of Central Maryland (RTA), is a corporation that provides and operates fixed route and paratransit transit services in Howard, Anne Arundel, northern Prince George's Counties, and the City of Laurel. RTA operates 15 fixed-route and paratransit services throughout the service area. In the sphere of transportation services, ensuring accessibility for all passengers is vital. To meet this goal, RTA is seeking a qualified supplier who can offer a contractual solution for paratransit fleet management software services.

Background

RTA strives to improve the overall satisfaction of passengers, optimize the efficiency of operations, and ensure compliance with regulations in the transit industry. RTA's paratransit fleet consists of 30 vehicles and provides over 70,000 one-way trips annually. This initiative highlights RTA's dedication to promoting inclusiveness and creativity in transportation services that are accessible to all. Therefore, RTA is inviting qualified bidders to review our specifications and criteria and propose a comprehensive solution.

Specifications

The detailed specifications outline our minimum requirement to consider when procuring paratransit software solutions, ensuring accessibility, efficiency, and reliability:

No.	Area	Specifications
	General Description	• Fully automated software for real-time and batch order taking, scheduling, and dispatching of paratransit transportation trips. • Operates on modern web browsers and includes driver-facing software to be used on Mobile Data Terminals (MDTs) or tablets. • Based on an open architecture and offers varying types of integrations with Automatic Vehicle Locator (AVL) systems and/or other Intelligent Transportation Systems (ITS) technology at RTA. • Multi-user capabilities that support simultaneous use at different workstations. • An easy-to-use graphical user interface. • Allows trips to be scheduled directly by paratransit clients via software (e.g. web portal or mobile devices)

No.	Area	Specifications
	System Features	• Allows easy inputting of addresses using partial street names, cross streets, common places, and aliases. • Includes security features to limit access to each major function according to predetermined authorization. • Audit log or tracking of all user transactions including but not limited to dates and timestamps. • Software help and user resources should be available online; software versions should be automatically upgraded with little to no system downtime.
	Client Features	• Displays names, identification number, street addresses, building name and number, unit name or number, telephone number, city, state, zip code, GPS coordinates, birth date, registration date, expiration date, emergency contact name and telephone numbers, sponsor, ADA category, mobility aides, contact information formats, additional passengers, fare, 200-character minimum manifest comment, and two or more user-labeled character memos for each client. • Displays the date of the client's most recent 10-15 trips, client's address on the map, allows for copying an existing client's information when needed, speed the entry of husband-and-wife pairs or other similar groups, and allows for clients to be temporarily suspended.
	Routing and Scheduling	• Minimal keystrokes required to book a passenger. • Can be capable of scheduling up to 30 peak vehicles and up to 500 passenger trips per day. • Generates a confirmation number for each call-in reservation, any revised call-in reservation, and for any call-in trip cancellation. • Alerts or prevents user from scheduling trip origins or destinations outside of the service area and/or beyond the service days and hours of operation. • Allows user to book passenger trips at least two weeks in advance and prompts to find an earlier or later time for scheduling when a requested time is not available. • Allows for separate 200-character minimum pickup and drop-off comments for each trip.

No.	Area	Specifications
	Dispatching Software	• Allows dispatchers to manually override assigned routes and pickup/drop-off times. • Displays any selected route on the map, with multiple stops at a single location. • Displays all dispatch activity for any route and allows dispatcher to add dispatch activity notes. • Allows for a specific driver to be assigned to a route and allows the dispatcher to change a vehicle number. • Displays multiple routing solutions and ranks the best route assignments upon request. • Considers capacity constraints of each vehicle or route, which can be adjusted on a daily basis. • Allows for easy transfer of passenger trips from a selected route(s) based on least incremental mileage. • Allows users to schedule driver breaks, provide the number of trips for each route, and track driving speed history. • Allows users to override travel speeds due to road construction and traffic pattern changes. • Allows for the offloading of trips to contracted taxicab companies.
	Mobile Data Terminals (MDTs)/Tablets and Vehicle Tracking	• Displays client names, mobility aids used by clients, dispatch and scheduling comments, fare/sponsor, pickup and drop-off address, business name/building name for each pickup or drop-off. • Automatically updates and displays for driver schedule changes such as cancellations, new trips, and revised pickup times. • Automatically captures revenue and non-revenue hours and miles, and revenue hours and miles between each pickup and drop-off. • Allows driver to manually input mileage interval between pickups and drop-offs as needed. • Maintains all data if vehicle is shutoff for any prolonged period of time. • Allows drivers to scroll up and down through their schedule. • Automatically updates trip data without driver action. • Real-time audio/visual directions and notifications for drivers.
	Software Reports and Maintenance for RTA Project	• Software will generate and print various reports including driver manifests, National Transit Database Data, sponsored trips, client expiration dates, passenger trips, cancellations, no-shows, and late boardings. • The system will also provide on-time performance reports, vehicle location reports, dispatch listing, client trips, no-show or cancellation reports, client name and mailing address, and customizable reports.
	Annual Maintenance and Support	• Contractor shall provide maintenance and technical support, including platform upgrades, bug fixes, and patches, as necessary for the platform to operate for the duration of the contract.

No.	Area	Specifications
	Installation and Implementation	• The contractor will install software and complete all necessary data conversions as part of the project.
	Training	• Complete training will be provided to all RTA staff members to enable full proficiency and use of the software and hardware. • Proposers must provide a detailed pre-implementation and post-implementation training program.
	Software Requirements	• Dispatching/Scheduling software must be operable and effective on modern web browsers and should be built upon web standards. The software should not require the use of a specific web browser or browser-specific hacks, forks or workarounds. • Proven and demonstrable compatibility with the Transit app through General On-Demand Feed Specification (GOFS), GTFS-flex, or other proprietary API that offers similar information to third-party systems at RTA.
	Data Security	• The contractor must comply with Security Standards for the Protection of Electronic Protected Health Information found at 45 CFR Part 160 and 164, Subparts A, C and E. • The contractor is responsible for backup of all data including client data, daily schedules, and anything else required to ensure full restoration of data and schedules in the event of data loss or catastrophic failure.

PLEASE SEE THE NEXT PAGE FOR CONTRACTS AND BID SHEETS

END OF SECTION

SECTION D. INDEX OF BID FORMS

The following pages are to be completed and returned to the Issuing Office by the date and time aforementioned in Section A.8. These forms are in the order found on the Table of Contents, but are also listed here:

1) Standard Sealed Bid Price Sheet
2) Standard Sealed Bid Form
3) Signature Form
4) Affidavit of Qualifications to Bid
5) DBE Approval/ MDOT Forms
6) Acknowledgement of Addenda

FORM# 1:

STANDARD SEALED BID PRICE SHEET
RFP -010-24

To the Transportation Agency of Central Maryland (RTA),

We hereby submit, for your review, our proposal requested by the RFP. This proposal includes and incorporates all information and specifications required by, and contained within the Contract Documents, as also described in the RFP, the same as if specifically written herein. A completed, signed, and accepted copy of this Standard Sealed Bid Form shall serve as a valid and binding contract.

The undersigned proposes to provide a price that must include all charges and other necessary fees and represents my best price offer for the paratransit software described in the bid documents, excluding state and federal taxes.

Paratransit software	**COST**
Software Purchase Cost/Licensing Cost	$
Hardware Purchase Cost	$
Training for Staff	$
Installation/Integration	$
Maintenance/Support	$
Other costs or fees (please explain)	$
TOTAL	**$**

Note: All Pricing Must Be Held Firm For 90 Days.

NAME OF SUPPLIER_____

SIGNATURE_____

FORM# 2:

STANDARD SEALED BID FORM

RFP -010-24

BIDDER: _____

FIRM NAME: _____

ADDRESS: _____

_____

TELEPHONE: _____

EMAIL: _____

Submitted by: _____
(Signature of authorized agent above)

On _____, the _____ day of _____ 2024.

Accepted by:

RTA representative _____

ATTEST:

_____ DATE _____

FORM# 3:

SIGNATURE FORM
RFP -010-24

NAME OF BIDDER: _____

SIGNATURE OF AUTHORIZED PERSON: _____

PRINT AUTHORIZED PERSON: _____

TITLE OF AUTHORIZED PERSON: _____

STREET NAME AND NUMBER: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: _____

E-MAIL _____

DATE: _____

BIDDERS FEDERAL EMPLOYER IDENTIFICATION NO. _____

BIDDERS CONTRACTORS LICENSE AND PERMIT NUMBERS:

_____

_____

_____

_____

_____

FORM# 4:

AFFIDAVIT OF QUALIFICATION TO BID

RFP -010-24

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the [title] _____ and the duly authorized representative of [business] _____ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. AFFIRMATION REGARDING BRIBERY CONVICTIONS

Neither I, nor to the best of my knowledge, information, and belief, the above business (as defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Article 27, Section 641 of the Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows [indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business]:

C. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has:

(a) been convicted under state or federal statute of a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, fraud, embezzlement, theft, forgery, falsification, or destruction of records, or receiving stolen property.

(b) been convicted of any criminal violation of a state or federal antitrust statute.

(c) been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §§ 1961, et seq., or the Mail Fraud Act, 18 U.S.C. §§ 1341 et seq., for acts arising out of the submission of proposals or proposals for a public or private contract.

(d) been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland.

(e) been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (a), (b), (c), or (d) above.

(f) been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of proposals or proposals for a public or private contract.

(g) admitted in writing or under oath, during the course of an official investigation or other proceeding, acts or omissions that would constitute grounds for conviction or liability under any law or statute described above, except as follows [indicate reasons why the affirmation cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment]:

D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity except as follows [list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of person(s) involved, and their current positions and responsibilities with the business, the grounds for debarment or suspension, and the details of each person's involvement in any activity that formed the grounds for debarment or suspension]:

E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

The business was not established, and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et. seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows [indicate the reason (s) why the affirmations cannot be given without qualification]:

_____

F. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

1. Neither I, nor to the best of my knowledge information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies services, architectural services, construction related services, lease of real property, or construction.

2. Before entering into a subcontract having a value of $25,000.00 or more the potential subcontractor shall provide a signed Certification of Lower-Tier Participants Regarding Debarment which shall be submitted to the Procurement Officer (Federal Aid).

G. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

1. Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying proposal or offer that is being submitted.

2. In any manner, directly or indirectly, entered into any agreement of any kind to fix the proposal price or price proposal of the Offeror or of any competitor, or otherwise taken any action in restraint of free and competitive proposing in connection with the Contract for which the accompanying proposal or offer is submitted.

H. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and that the above business will comply with, the RTA requirement that the Contractor adhere to provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate $100,000 or more shall, within 30 days of the time when the aggregate value of these contracts, leases, or other agreements reaches $100,000, file with the Secretary of the State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

I. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and that the above business will comply with, the RTA requirement that the Contractor adhere to Article 33, Sections 30-1 through 30-4 of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year under which the person receives in the aggregate $100,000 or more shall file with the State Administrative Board of Election Laws a statement disclosing contributions in excess of $500 to a candidate for elective office in any primary or general election.

J. DRUG AND ALCOHOL-FREE WORKPLACE

(applicable to all contracts unless the Contract is for law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agencies undercover operations.)

I CERTIFY THAT:

1. Terms defined in COMAR 21.11.08 shall have the same meaning when used in this certification.

2. By submission of its proposal or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business:

(a) Maintain a workplace free of drug and alcohol abuse during the term of the Contract.

(b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violations of these prohibitions.

(c) Prohibit its employees from working under the influence of drugs or alcohol.

(d) Not hire or assign to work on the Contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance rehabilitation program.

(e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred.

(f) Establish drug and alcohol abuse awareness programs to inform its employees about:

(i) The dangers of drug and alcohol abuse in the workplace.

(ii) The business' policy of maintaining a drug and alcohol free workplace.

(iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace.

(g) Provide all employees engaged in the performance of the Contract with a copy of the statement required by § 2 (b), above;

(h) Notify its employees in the statement required by § 2 (b), above, that as a condition of the continued employment on the Contract, the employees shall abide by the terms of the statement;

(i) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

(j) Notify the procurement officer within ten (10) days after receiving notice under § 2(i) above, or otherwise receiving actual notice of a conviction;

(k) Within thirty (30) days after receiving notice under § 2(i) above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace;

(i) Take appropriate personnel action against an employee, up to and including termination; or

(ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance; or rehabilitation program; and

(iii) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of § 2(a)-(j) above.

(l) If the business is an individual, the individual shall certify and agree, as set forth in § 4, below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the Contract; and

(m) I acknowledge and agree that:

(i) The award of the Contract is conditional upon compliance with COMAR 21.11.08 and this certification;

(ii) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the Contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

(iii) The violation of the provisions of COMAR 21.1.08 or this certification in connection with the Contract may, in the exercise of the discretion of the Board of Public Works, result in the suspension and debarment of the business under COMAR 21.08.06.

K. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

1. The business named above is a (Maryland ____) (foreign ____) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name: _____

Address: _____

_____

[If not applicable, so state]

2. Except as validly contested, the business has paid, or has arranged for payment of, all taxes due to the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Economic and

Employment Development, as applicable, and will have paid all withholding taxes due to the State of Maryland prior to final settlement.

L. CONTINGENT FEES

I FURTHER AFFIRM THAT:

a. The business warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure this Contract, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of this Contract.

b. For breach or violation of this warranty, RTA shall have the right to terminate this Contract without liability and, in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement officer and may be distributed to units of (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this proposal or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the Contract, and (3) other Affidavits comprising part of the Contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____

By: _____ (Authorized Representative and Affiant)

FORM# 5:

DISADVANTAGED BUSINESS ENTERPRISE

RFP -010-24

_____hereby certifies that all reasonable efforts have been made to secure maximum disadvantaged business enterprise (DBE) participation in this contract. *

BY: _____
Authorized Official

_____
Title

Please include on a separate sheet the names, addresses of all DBEs contacted or that will participate in the contract, the scope of work, dollar amount of for each participating DBE. Also describe all efforts which have been made to secure maximum DBE participation.

*All participating DBEs must complete the DBE affidavit, attached

.

AFFIDAVIT OF DISADVANTAGED BUSINESS ENTERPRISE

☐ I hereby declare and affirm that I am a qualifying DBE as described in 49 CFR part 26 and that I will provide information to document this fact.

☐ I hereby declare and affirm that I am NOT a qualifying DBE.

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

By:_____

Title: _____

Date: _____

FORM# 6:
ACKNOWLEDGMENT OF ADDENDA
RFP 010-24

The undersigned acknowledges receipt of the following addenda to the documents:

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

Offeror: _____

_____
Name

_____
Street Address

_____
City, State, Zip

_____
Signature of Authorized Signer

_____
Title

_____
Phone

ATTACHMENTS:

These attachments are included in the RFP for information purposes. If a contract is awarded as a result of this procurement, only the successful Contractor will be required to complete the Contract Affidavit. This form is not required to be submitted with the proposal.

A. Federal clauses
B. Contract Affidavit
C. General Terms and Conditions between RTA and Contractor

ATTACHMENT A
FEDERAL CLAUSES

By way of submitting a proposal the Proposer thereby agrees that where applicable they will adhere to and comply with the provisions as set forth in this Attachment, "Federal Clauses" of this document.

ENERGY CONSERVATION REQUIREMENTS
42 U.S.C. 6321 et seq.
49 CFR Part 18

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.

ACCESS TO RECORDS AND REPORTS
49 U.S.C. 5325
18 CFR 18.36 (i)
49 CFR 633.17

The following access to records requirements apply to this Contract:

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

NON-PROFIT
Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

NON COMPETITIVE BIDS
Where any Purchaser which is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through **other than** competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or

any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

ALL OF THE ABOVE

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

FEDERAL CHANGES
49 CFR Part 18

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 between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

No Obligation by the Federal Government.

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS
31 U.S.C. 3801 et seq.
49 CFR Part 31 18 U.S.C. 1001
49 U.S.C. 5307

Program Fraud and False or Fraudulent Statements or Related Acts.

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq . and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the

FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

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

TERMINATION
49 U.S.C. Part 18
FTA Circular 4220.1F

a. Termination for Convenience (General Provision)

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

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

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Transit Management of Central Maryland Corporation may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the Transit Management of Central Maryland Corporation 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 Transit Management of Central Maryland Corporation, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision)

The Transit Management of Central Maryland Corporation 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 Transit Management of Central Maryland Corporation satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from Transit Management of Central Maryland Corporation setting forth the nature of said breach or default, Transit Management of Central Maryland Corporation 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 Transit Management of Central Maryland Corporation from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach

In the event that Transit Management of Central Maryland Corporation elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by Transit Management of Central Maryland Corporation shall not limit Transit Management of Central Maryland Corporation's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts)

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

f. Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the Transit Management of Central Maryland Corporation may terminate this contract for default. The Transit Management of Central Maryland Corporation shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

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

g. Termination for Default (Transportation Services)

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

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

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

h. Termination for Default (Construction)

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

The Contractor's right to proceed shall not be terminated nor will the Contractor be charged with damages under this clause if-

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

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

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

i. Termination for Convenience or Default (Architect and Engineering)

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

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

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

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

j. Termination for Convenience of Default (Cost-Type Contracts)

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

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

If, after serving a notice of termination for default, the Transit Management of Central Maryland Corporation determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, the Transit Management of Central Maryland Corporation, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

CIVIL RIGHTS REQUIREMENTS

29 U.S.C. § 623, 42 U.S.C. § 2000
42 U.S.C. § 6102, 42 U.S.C. § 12112
42 U.S.C. § 12132, 49 U.S.C. § 5332
29 CFR Part 1630, 41 CFR Parts 60 et seq.

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

The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor

(U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

DISADVANTAGED BUSINESS ENTERPRISE (DBE)
49 CFR Part 26

Disadvantaged Business Enterprises

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.* The agency's overall goal for DBE participation is 7 %.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-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 Transit Management of Central Maryland Corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. Vendors must submit with their Proposal a written implementation plan for meeting the DBE Goal. Attached MDOT DBE Forms "A" and "B" must also be completed. Proposals will not be accepted without these documents. Vendors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so as provided for in 49 CFR 26.53 (see attached COMAR 21.11.03.11 Waiver Request). Award of this contract is conditioned on

submission of the following, concurrent with and accompanying sealed bid, concurrent with and accompanying an initial proposal, prior to award:

1. The names and addresses of *DBE* firms that will participate in this contract;

2. A description of the work each *DBE* will perform;

3. The dollar amount of the participation of each *DBE* firm participating;

4. Written documentation of the Vendor/offers' commitment to use a *DBE* sub-Vendor whose participation it submits to meet the contract goal;

5. Written confirmation from the *DBE* that it is participating in the contract as provided the prime *Vendor*'s commitment; an

6. If the contract goal is not met, evidence of *Good Faith* efforts to do so must be provided in writing.

Vendors must present the information required above, as a matter of responsiveness, with initial proposals prior to contract award (see 49 CFR 26.53(3)).

(d) The *Vendor* is required to pay its sub-Vendors performing work related to this contract for satisfactory performance of that work no later than 30 days after the *Vendor*'s receipt of payment for that work from The Transit Management of Central Maryland Corporation In addition, the *Vendor* may not hold retainage from its sub-Vendors, is required to return any retainage payments to those sub-Vendors within 30 days after the sub-Vendor's work related to this contract is satisfactorily completed, is required to return any retainage payments to those sub-Vendors within 30 days after incremental acceptance of the sub-Vendor's work by Transit Management of Central Maryland Corporation and *Vendor*'s receipt of the partial retainage payment related to the sub-Vendor's work.

(e) The *Vendor* must promptly notify, whenever a DBE sub-Vendor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE sub-Vendor to perform at least the same amount of work. The *Vendor* may not terminate any DBE sub-Vendor and perform that work through its own forces or those of an affiliate without prior written consent from Transit Management of Central Maryland Corporation**.**

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS
FTA Circular 4220.1F

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Transit Management of Central Maryland Corporation requests which would cause Transit Management of Central Maryland Corporation to be in violation of the FTA terms and conditions.

CONFORMANCE WITH INTELLIGENT TRANSPORTATION SYSTEM (ITS) NATIONAL ARCHITECTURE

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

ADA ACCESS

Access Requirements for Persons with Disabilities. The Contractor agrees to comply with the requirements of 49 U.S.C. § 5301(d), which states the Federal policy that elderly persons and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The Recipient also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq*., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq*., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act.

NOTICATION OF FEDERAL PARTICIPATION FOR STATE

In the announcement of any third party contract award for goods or services (including construction services) the Purchaser agrees to specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express the amount of Federal assistance as a percentage of the total cost of that third party contract. This procurement is 0% federally funded.
Further, it is recommended that the percentage of Federal participation be stated in the Notice to Bidders.

TELECOMMUNICATIONS CLAUSE

VENDOR hereby acknowledges that the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115232, § 889 (Aug. 13, 2018) (the Act) prohibits the Agency from procuring certain "covered telecommunications equipment or services," as defined in the Act, in federally assisted procurements and that the instant procurement is a federally assisted procurement subject to that prohibition. VENDOR represents and warrants that it has performed a due diligence review of its supply chain and that no such "covered telecommunications equipment or services" shall be provided to the Agency that would cause the Agency to be in violation of the prohibition contained in the Act.

SAFE OPERATION OF MOTOR VEHICLES

The Recipient agrees as follows:

a. Seat Belt Use. In accordance with the provisions of Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, the Recipient 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, rented, or personally operated vehicles, and to include this provision in any sub agreements, leases, third party contracts, or other similar documents in connection with the Project.

b. Distracted Driving, Including Text Messaging While Driving. In accordance with Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, and DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, the Recipient is encouraged to comply with the terms of the following Special Provision:

(1) Definitions. As used in this Special Provision:

(a) "Driving" means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. "Driving" does not include being in your vehicle (with or without the motor running) in a location off the
roadway where it is safe and legal to remain stationary.

(b) "Text Messaging" means reading from or entering data into any handheld or other
electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law.

(2) Safety. The Recipient is encouraged to:

(a) Adopt and enforce workplace safety policies to decrease crashes caused by
distracted drivers including policies to ban text messaging while driving—

(b) Recipient-owned or Recipient-rented vehicles or Government-owned, leased or
rented vehicles;

(c) Privately-owned vehicles when on official Project related business or when
performing any work for or on behalf of the Project; or

(d) Any vehicle, on or off duty, and using an employer supplied electronic device.

(3) Recipient Size. The Recipient is encouraged to conduct workplace safety initiatives in a manner commensurate with the Recipient's size, such as:

(a) Establishment of new rules and programs or re-evaluation of existing programs to
prohibit text messaging while driving; and

(b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(4) Extension of Provision. The Recipient is encouraged to include this Special Provision in its sub agreements with its subrecipients, its leases, and its third party contracts, and also encourage its subrecipients, lessees, and third party contractors to comply with the terms of this Special Provision, and include this Special Condition in each sub agreement, lease, and third party contract at each tier financed with Federal assistance provided by the Federal Government

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TELECOMMUNICATIONS EQUIPMENT OR SERVICES; VIDEO SURVEILLANCE EQUIPMENT OR SERVICES

The Contractor represents that the Contractor, and its subcontractors and subconsultants, will not provide or use covered telecommunications equipment or services as a substantial or essential component of any system or as critical technology as part of any system, in accordance with Section 889 of the John S. McCain National Defense Authorization Act, in the performance of this Contract. "Covered telecommunications equipment or services" means any of the following:
(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation(or any subsidiary or affiliate of such entities);
(2) 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);
(3) Telecommunications or video surveillance services provided by such entities or using such equipment listed in (1) or (2); or
(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of the People's Republic of China. "Substantial or essential component" means any component necessary for the proper function or performance of a piece of equipment, system, or service. "Critical technology "includes those critical technologies listed in 48 C.F.R. 52.204– 25, subpart (a).

ATTACHMENT B

CONTRACT AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the _____

(title)

and the duly authorized representative of

_____

(business)

and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The business named above is a (domestic_____) (foreign_____) corporation registered in accordance with Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessment and Taxation is:

Name: _____

Address: _____

_____

(2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor Licensing and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

C. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgments contained in that Affidavit of Qualifications to Bid dated_____, 20____, and executed by me for the purposed of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

DATE: _____

BY: _____

(Signature)

_____

(Authorized Representative and Affiant)

ATTACHMENT C

GENERAL TERMS & CONDITIONS OF CONTRACT

BETWEEN RTA & CONTRACTOR

1. ACCOUNTING SYSTEM AND AUDIT, ACCURATE INFORMATION

The Contractor certifies that all information the Contractor has provided or will provide to RTA is true and correct and can be relied upon by RTA in awarding, modifying, making payments, or taking any other action with respect to this contract including resolving claims and disputes. False or misleading information constitutes grounds for RTA to terminate this contract for cause and to pursue any other appropriate remedy. The Contractor certifies that the Contractor's accounting system conforms to generally accepted accounting principles, is sufficient to comply with the contract's budgetary and financial obligations and is sufficiently able to produce reliable financial information.

RTA may examine the Contractor's and any first-tier subcontractor's records to determine and verify compliance with the contract and to resolve or decide any claim or dispute arisen under this contract. The Contractor and any first-tier subcontractor must grant RTA access to these records at all reasonable times during the contract term and for three (3) years after final payment (or for such longer period as may be required pursuant to any federal, state, or other loan or grant condition). If the contract is supported to any

extent with federal or state funds, the appropriate federal or state authorities may also examine these records. The Contractor must include the preceding language of this paragraph in all first-tier subcontracts.

2. AMERICANS WITH DISABILITIES ACT

The Contractor agrees to comply with the nondiscrimination requirements of Titles II and III, and other provisions, of the Americans with Disabilities Act of 1990, Pub. Law 101-336, as amended, currently found at 42 U.S.C., § 12101, et seq.

3. APPLICABLE LAWS

This contract must be construed in accordance with the applicable laws, rules, and regulations of the State of Maryland (without regard to its conflicts of laws principles) and of Howard County. All Howard County laws, rules, and regulations are incorporated by reference into, and made a part of, this contract. In the case of any inconsistency between this contract and such laws, rules, and regulations, the laws, rules, and regulations shall govern. The Contractor must, without additional cost to RTA, pay any necessary fees and charges, obtain any necessary licenses and permits, and comply with applicable federal, state and local laws, codes and regulations. For purposes of litigation involving this contract, except for Contract Disputes discussed in paragraph 8 below, exclusive venue and jurisdiction must be in the Maryland State courts located in Howard County, Maryland.

4. ASSIGNMENTS AND SUBCONTRACTS

The Contractor may not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by RTA General Manager, or as otherwise specifically provided for in the contract. Unless performance is separately and expressly waived in writing by the RTA General Manager, an assignment does not release the Contractor from responsibility for performance of this contract. Unless otherwise provided in the contract, the Contractor may not contract with any other party for furnishing any of the materials or services herein contracted for without the written approval of the RTA General Manager.

5. CHANGES

The RTA General Manager may unilaterally change the work, materials and services to be performed, in accordance with Maryland law, rule, or regulation. The change must be in writing and within the general scope of the contract. The contract will be modified to reflect any time or money adjustment the Contractor is entitled to receive. Any claim concerning an adjustment in time or money due to a change must be given in writing to the RTA General Manager, or the designated Contract Administrator, within thirty (30) days from the date that the change was ordered, or the claim will be waived. Any failure to agree upon a time or money adjustment must be resolved under the "Disputes" clause (Section 8) of this contract. The Contractor must proceed with the prosecution of the work as changed, even if there is an unresolved claim. No charge for any extra work, time or material will be allowed, except as provided in this section.

6. CONTRACT ADMINISTRATION

A. The Contract Administrator, subject to paragraph B below, is the Department Representative designated by the RTA General Manager. The Contract Administrator is authorized to:

1) Serve as liaison between RTA and Contractor;
2) Give direction to the Contractor to ensure satisfactory and complete performance;
3) Monitor and inspect the Contractor's performance to ensure acceptable timeliness and quality of service;
4) Serve as records custodian for this contract;
5) Accept or reject the Contractor's performance or service;
6) Furnish timely written notice of the Contractor's performance failures, if applicable, to the RTA General Manager;
7) Prepare required documents and reports;
8) Approve or reject invoices for payment;
9) Recommend contract modifications or terminations to the RTA General Manager; and
10) Issue Notice to Proceed.

B. The Contract Administrator is NOT authorized to make determinations (as opposed to recommendations) that alter, modify, terminate, or cancel the contract, effect a procurement, interpret ambiguities in contract language, or waive the RTA's contractual rights.

7. COST & PRICING DATA

The Contractor guarantees that any cost and/or pricing data provided to RTA will be accurate and complete. The Contractor grants RTA access to all books, records, documents, and other supporting data in order to permit adequate evaluation of the Contractor's proposed price(s). The Contractor also agrees that the price to the RTA, including profit or fee, may, at the option of the RTA, be reduced to the extent that the price was based on inaccurate, incomplete, or non-current data supplied by the Contractor.

8. DISPUTES DURING CONTRACT PERFORMANCE

Any dispute concerning a question of fact arising under or related to the Contract, which is not disposed of or resolved by agreement, shall be decided in accordance with the following steps. Pending final resolution of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the RTA Project Coordinator's decision, as the case may be.

a) Notice of Dispute
All disputes shall be initiated through a written dispute notice submitted by either party to the other party within ten (10) days of the determination of the dispute.

b) Performance During Dispute
Unless otherwise directed by RTA, the Contractor shall continue performance under the Contract while matters in dispute are being resolved.

c) Negotiation Between Parties
The parties shall attempt in good faith to resolve any dispute arising out of or relating to the Contract promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this contract.

Either party may give the other party written notice of any dispute not resolved in the normal course of business as provided in a) above. Within fourteen (14) days after delivery of the dispute notice, the receiving party shall submit to the other party a written response. The dispute notice and written response shall include: (1) a statement of the party's position and a summary of the arguments supporting that position; (2) any evidence supporting the party's position; and (3) the name of the executive who will represent that party and of any other person(s) who will participate in negotiations. Within twenty-eight (28) days after delivery of the dispute notice, the executives of both parties shall meet at a mutually acceptable time and place or conduct a meeting via telephone communications on a mutually acceptable date and time, and thereafter as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information by one party to the other shall be honored.

d) RTA Project Coordinator's Decision
Should the dispute not be resolved by negotiation between party designees as provided in b) above, RTA's executive representative from b) above shall submit a written request for decision to the RTA Project

Coordinator along with all documentation and minutes from the negotiations. The RTA Project Coordinator shall issue a written decision within fourteen (14) days of receipt of a request. Within thirty (30) days of the issuance of any administratively final and conclusive decision under this paragraph, the Contractor shall notify RTA in writing of the Contractor's agreement to proceed with work in accordance with the final decision. Failure to provide such notification shall constitute a default by the Contractor.

9. DOCUMENTS, MATERIALS AND DATA

All documents, materials or data developed as a result of this contract are the RTA's property, unless specifically provided for in the contract. RTA has the right to use and reproduce any documents, materials, and data, including confidential information, used in the performance of, or developed as a result of, this contract. RTA may use this information for its own purposes, including reporting to state and federal agencies. The Contractor warrants that it has title to or right of use of all documents, materials or data used or developed in connection with this contract. The Contractor must keep confidential all documents, materials, and data prepared or developed by the Contractor or supplied by RTA.

10. DURATION OF OBLIGATION

The Contractor agrees that all of the Contractor's obligations and warranties which, directly or indirectly, are intended by their nature or by implication to survive performance of the contract shall so survive the completion of performance, termination for cause, or the termination for convenience of the contract.

11. ENTIRE AGREEMENT

There are no promises, terms, conditions, or obligations other than those contained within the contract, including any terms, conditions, documents or exhibits thereto, and in these General Terms and Conditions. This contract supersedes all communications, representations, or agreements, either verbal or written, between the parties hereto, with the exception of express warranties given to induce RTA to enter into the contract.

12. ETHICS REQUIREMENTS/ POLITICAL CONTRIBUTIONS

The Contractor shall comply with the Election Law Article of the Annotated Code of Maryland, Title 14, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies during a calendar year in which the person received in the aggregate $100,000 or more, shall file with the State Board of Election a statement disclosing contributions in excess of $500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Board of Elections: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two (2) calendar years; and (2) if the contribution is made after the execution of a lease or contact, then twice a year throughout the Contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

13. GUARANTEE

A. Contractor guarantees for one (1) year from acceptance, or for such other period of time as may have been expressly stated in the contract or the RTA's written solicitation, all goods, services, and construction offered, including those used in the course of providing the goods, services, and/or construction. This includes a guarantee that all products offered (or used in the installation of those products) carry a guarantee against any and all defects for such period. The Contractor must correct any and all defects in material and/or workmanship which may appear during the guarantee period, or any defects that occur within one (1) year of

acceptance even if discovered more than one (1) year after acceptance, by repairing (or replacing with new items or new materials, if necessary) any such defect at no cost to RTA and to the RTA's satisfaction;

B. Should a manufacturer's or service provider's warranty or guarantee exceed the requirements stated above, that guarantee or warranty will be the primary one used in the case of defect. Copies of manufacturer's or service provider's warranties must be provided upon request;

C. All warranties and guarantees must be in effect from the date of acceptance by RTA of the goods or services;

D. The Contractor guarantees that all work shall be accomplished in a workmanlike manner, and the Contractor must observe and comply with all federal, state, County and local laws, ordinances, and regulations in providing the goods and performing the services listed;

E. Goods and materials provided under this contract must be of first quality, latest model, and of current manufacture, and must not be of such age or so deteriorated as to impair their usefulness or safety. Items that are used, rebuilt, or demonstrator models are unacceptable, unless specifically requested by the RTA in the contract documents; and

F. All goods shall be merchantable and fit for the particular purpose, ordered or purchased, and as the Contractor so represents and warrants.

14. HAZARDOUS AND TOXIC SUBSTANCES

Manufacturers and distributors are required by federal "Hazard Communication" provisions of 29 CFR 1910.1200, and the Maryland "Access to Information About Hazardous and Toxic Substances" Law, to label each hazardous material or chemical container, and to provide Material Safety Data Sheets to the purchaser. The Contractor must comply with these laws and must provide RTA with copies of all relevant documents, including Material Safety Data Sheets, prior to performance of services or contemporaneous with delivery of goods.

15. IMMIGRATION REFORM AND CONTROL ACT

The Contractor warrants that both the Contractor and any subcontractor do not and shall not hire, recruit, or refer for a fee, for employment under this contract or any subcontract, an alien while knowing the alien is an unauthorized alien, or any individual without complying with the requirements of the federal Immigration and Nationality laws, including but not limited to any verification and record keeping requirements. The Contractor further assures RTA that, in accordance with those laws, it does not and will not discriminate against an individual with respect to hiring, or recruitment or referral for a fee, of the individual for employment or the discharging of the individual from employment because of such individual's national origin or, in the case of a citizen or intending citizen, because of such individual's citizenship status.

16. PROVISIONS

Notwithstanding any provisions to the contrary within any contract terms or conditions supplied by the Contractor, the RTA's General Terms and Conditions supersede the Contractor's terms and conditions in the event of any inconsistency, unless specifically waived or amended by the RTA.

In the case of any conflicts or ambiguities determined among the contract documents, such matters shall be resolved in favor of the following priorities:

A. Any term or condition specifically provided for within a signed agreement or exhibit to a contract, other than terms and conditions provided by the Contractor;

B. Terms and Conditions specified by RTA in any Request For Proposal, Request For Qualifications, Invitation For Bid, or any other solicitation document, specifying with particularity the RTA's General Terms and Conditions; and

C. These General Terms and Conditions.

The lack of a specific provision in any of the documents referred to in items 16.A. and 16.B. above shall not operate to create an ambiguity with these General Terms and Conditions.

17. INDEMNIFICATION

The Contractor is responsible for any loss, personal injury, death and any other damage (including incidental and consequential) that may be done or suffered by reason of the Contractor's negligence or failure to perform any contractual obligations. The Contractor must indemnify and save the RTA harmless from any loss, cost, damage, and other expenses, including attorney's fees and litigation expenses, suffered or incurred due to the Contractor's negligence or failure to perform any of its contractual obligations. If requested by RTA, the Contractor must defend the RTA in any action or suit brought against RTA arising out of the Contractor's negligence, errors, acts or omissions under this contract. The negligence of any agent, subcontractor or employee of the Contractor is deemed to be the negligence of the Contractor. For the purposes of this paragraph, RTA includes its employees, agents, and agencies. Any incidental and consequential damages shall be limited to the amount of insurance required by the contractor hereunder.

18. INDEPENDENT CONTRACTOR

If the Contractor is an independent contractor, the Contractor and the Contractor's employees or agents are not agents or employees of the RTA. Neither these General Terms and Conditions nor the contract are intended to create any partnership, joint venture, agency or other relationship between the RTA and the Contractor.

19. INFRINGEMENT

The Contractor represents and warrants that there is no copyright or patent infringement with respect to any goods or materials furnished pursuant to the contract. The Contractor shall indemnify and hold harmless the RTA with respect to cost, expense, damages, and liability arising from or on account of any claim for infringement.

20. INSPECTIONS

The RTA has the right to monitor, inspect and evaluate or test all supplies, goods, or services called for by the contract at all reasonable places (including the Contractor's place of business) and times (including the period of preparation or manufacture).

21. INSURANCE

Prior to execution of the contract, the Contractor must obtain, at its own cost and expense, and must keep in force and effect during the term of this contract (including all extensions) the insurance specified in the contract. This must include any applicable table or attachment with an insurance company licensed or

qualified to do business in the State of Maryland. The Contractor must submit a certificate of insurance prior to award of this contract and prior to any contract modification extending the term of the contract, as evidence of compliance with this provision. RTA must be named as an additional insured on all liability policies. Forty-five (45) days written notice to the RTA of cancellation or material change in any of the policies is required. In no event may the insurance coverage be less than that shown on the applicable table, attachment, or contract provision for required insurance. Subject to applicable law, RTA General Manager may waive or modify the requirements of this section 21 in whole or in part.

22. NON-CONVICTION OF BRIBERY

The Contractor hereby declares and affirms that, to its best knowledge, none of its officers, directors, members, partners, or employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government.

23. NONDISCRIMINATION IN EMPLOYMENT

The Contractor shall not discriminate in employment, or in the treatment of employees, or discriminate in any manner on the basis of race, color, gender, age, religion, creed, national origin, ancestry, marital status, disability, political affiliation, or lawful sexual orientation and shall follow and obey all applicable State, Federal, and local laws and regulations regarding employment discrimination. The Contractor must bind its subcontractors to the provisions of this section.

24. PAYMENTS

a. Payment to the Contractor pursuant to this contract shall be made no later than thirty (30) days after the RTA's receipt of a proper invoice from the Contractor. Charges for late payment of invoices, other than as prescribed by title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable, are prohibited.

b. A proper invoice shall include a description of the items or services provided; the date the goods were received, or the inclusive dates the services were rendered; the Contract price(s); retention, if any; the basis for the billing; the Contract or purchase order number; the Contractor's Federal Tax Identification Number or Social Security Number; the name and address of the proper invoice recipient.

c. For the purpose of this contract, an invoice amount will not be deemed due and payable if:

(1) The amount invoiced is inconsistent with the Contract;

(2) The proper invoice has not been received by the party or location specified in the Contract;

(3) The invoice or performance under the Contract is in dispute, or the Contractor has failed to otherwise comply with the provisions of the Contract;

(4) The item or services have not been accepted;

(5) The quantity of items delivered is less than the quantity ordered;

(6) The items or services do not meet the quality requirements of the Contract.

(7) The proper invoice for the progress payment, if applicable, has not been submitted according to the schedule contained in the Contract;

(8) All stipulated conditions for release of the withholding, if applicable, have not been met; and

(9) Satisfactory documentation or other evidence reasonably required by the Procurement Officer or by the General Manager concerning performance under the Contract has not been submitted by the Contractor.

25. PERSONAL PROPERTY

All furniture, office equipment, operator equipment, vehicles and other similar types of personal property specified in the contract and purchased with funds provided under the contract become the property of the RTA upon the termination or expiration of this contract, unless expressly stated otherwise.

26. TERMINATION FOR CAUSE

RTA may terminate the contract in whole or in part, and from time to time, whenever the RTA determines that the Contractor is:

A. Defaulting in performance or is not complying with any provision of this contract;
B. Failing to make satisfactory progress in the prosecution of the contract; or
C. Endangering the performance of this contract.

Prior to a termination for cause, RTA will send the Contractor written notice specifying the cause. The notice will give the Contractor ten (10) days from the date the notice is issued to cure the default or make progress satisfactory to the RTA in curing the default, unless a different time is given in the notice. If RTA determines that default contributes to the curtailment of an essential service or poses an immediate threat to life, health, or property, the RTA may terminate the contract immediately upon issuing oral or written notice to the Contractor without any prior notice or opportunity to cure. In addition to any other remedies provided by law or the contract, the Contractor must compensate RTA for additional costs incurred by RTA to obtain substitute performance. A termination for cause shall be considered a termination for convenience as of the date the Contractor was advised of the termination for cause, if there was, in fact, no cause.

27. TERMINATION FOR CONVENIENCE

This contract may be terminated by the RTA, in whole or in part, upon written notice to the Contractor, when the RTA determines termination to be in the RTA's best interest. The termination is effective ten (10) days after the notice is issued, unless a different time is given in the notice. RTA is liable only for payment for acceptable performance prior to the effective date of the termination, and for costs reasonably incurred as of the date of termination, including costs or items acquired by such costs that cannot be economically retained by the Contractor for other or future use of the Contractor.

28. TIME

Time is of the essence in the performance by Contractor of the contract and of all ancillary matters arising therefrom.

29. TITLE

All goods delivered or provided to RTA or otherwise pursuant to the contract, and the title thereto, shall be free of any security interest, lien, contract restriction, or other form of encumbrance. Title shall pass to RTA at the place of delivery to the RTA, subject to the RTA's right to inspect and accept or reject the goods.

30. WORK UNDER THE CONTRACT

Work may not commence under this contract until all conditions for commencement are met, including execution of the contract by both parties, compliance with insurance requirements, and issuance of any required Notice to Proceed.