**STATE OF MAINE**

**Department of Transportation**



**RFP# 202402044**

**Transit Asset Management Software as a Service**

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| **RFP Coordinator** | *All communication regarding the RFP must be made through the RFP Coordinator identified below*.**Name:** Smriti Kattel Dahal **Title:** Business Analyst**Contact Information:** Smriti.Kattel.Dahal@maine.gov  |
| **Submitted Questions Due** | *All questions must be received by the RFP Coordinator identified above by:***Date:** April 29th, 2024, no later than 11:59 p.m., local time |
| **Proposal Submission Deadline** | *Proposals must be received by the Division of Procurement Services by:***Submission Deadline:** May 20th, 2024, no later than 11:59 p.m., local time.*Proposals must be submitted electronically to:* Proposals@maine.gov |

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PUBLIC NOTICE

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**State of Maine**

**Department of Transportation**

**RFP# 202402044**

**Transit Asset Management Software as a Service**

The State of Maine is seeking proposals for Transit Asset Management Software as a Service.

A copy of the RFP, as well as the Question & Answer Summary and all amendments related to the RFP, can be obtained at: <https://www.maine.gov/dafs/bbm/procurementservices/vendors/rfps>

Proposals must be submitted to the State of Maine Division of Procurement Services, via e-mail, at: Proposals@maine.gov. Proposal submissions must be received no later than 11:59 p.m., local time, on May 20th, 2024. Proposals will be opened the following business day. Proposals not submitted to the Division of Procurement Services’ aforementioned e-mail address by the aforementioned deadline will not be considered for contract award.

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**RFP TERMS/ACRONYMS with DEFINITIONS**

The following terms and acronyms, as referenced in the RFP, shall have the meanings indicated below:

|  |  |
| --- | --- |
| **Term/Acronym** | **Definition** |
| **ADFS** | Active Directory Federation Services  |
| **Department** | Maine Department of Transportation |
| **FTA** | Federal Transit Administration |
| **IT** | Information Technology |
| **NTD** | The FTA National Transit Database, which stores data about the financial, operating and asset conditions of American transit systems.  |
| **PTMS** | Public Transportation Management System |
| **RFP** | Request for Proposal |
| **RPO** | Recovery Point Objective- The amount of data the system can afford to lose following an outage without causing significant harm to the operations.  |
| **RTO** | Recovery Time Objective- The amount of time within which the system must be restored following an outage to prevent a significant loss of data.  |
| **SaaS**  | Software as a Service - A software distribution model in which a third-party Provider hosts an application and makes the application available to customer via the Internet. |
| **SGR** | State of Good Repair- The condition at which a capital asset can operate at a full level of performance.  |
| **SLA** | Service Level Agreement |
| **State** | State of Maine |
| **TAM** | Transit Asset Management - The strategic and systematic practice of procuring, operating, inspecting, maintaining, rehabilitating, and replacing transit capital assets to manage their performance, risks, and costs over their life cycles, for the purpose of providing safe, cost-effective, and reliable public transportation. |
| **Tier II**  | A recipient that owns, operates, or manages one hundred or fewer vehicles in revenue service during peak revenue service across all non-rail fixed route modes or in any one non-rail fixed route mode, a subrecipient under the Rural Area Formula grant, or any Indigenous tribe. Encompasses all the sub-recipients, TAM plan, PTMS report. |
| **TBAs** | Transportation Business Analysts – managers of the State’s Transit system, the primary Departmental users of the SaaS.  |
| **UI** | User Interface- An application space that allows human users to interact with systems to make the user’s experience simple and intuitive. |

**State of Maine - Department of Transportation**

**RFP# 202402044**

**Transit Asset Management System Software as a Service**

**PART I INTRODUCTION**

1. **Purpose and Background**

The Maine Department of Transportation (Department) is seeking Transit Asset Management Software as a Service (SaaS) as defined in this Request for Proposal (RFP) document. This document provides instructions for submitting proposals, the procedure, and criteria by which the awarded Bidder will be selected, and the contractual terms which will govern the relationship between the State of Maine (State) and the awarded Bidder.

The Department seeks to acquire a SaaS to manage its transit providers and transit assets (rolling stocks and equipment) data. Functionality to be provided by the SaaS includes tracking of vehicle procurement data, annual collection of Public Transportation Management System (PTMS) data (transit vehicle inventory and condition), and semiannual collection of mileage updates on vehicles directly from transit providers over the web; vehicle disposal tracking, and production of Federal Transit Administration (FTA) mandated reports such as the National Transit Database (NTD) reporting against the annual State of Good Repair (SGR) targets. There are slightly different data collection and reporting requirements for various categories of transit providers based on the funding sources and other metadata, which the SaaS must be able to accommodate.

The Department has launched an initiative for a centralized Public/Citizen Portal. Once that is implemented, if the Department were to determine that this tool would be the appropriate tool for this system to create and/or maintain external user identities and/or authentication, the Department expects to enter into a task order under the contract for the prompt execution of that modification.

This system will replace an MS Access Vehicle database and a set of Excel spreadsheets, eliminating many labor-intensive manual processes such as the annual collection of PTMS data on paper forms.

1. **General Provisions**
	1. From the time the RFP is issued until award notification is made, all contact with the State regarding the RFP must be made through the RFP Coordinator. No other person/ State employee is empowered to make binding statements regarding the RFP. Violation of this provision may lead to disqualification from the bidding process, at the State’s discretion.
	2. Issuance of the RFP does not commit the Department to issue an award or to pay expenses incurred by a Bidder in the preparation of a response to the RFP. This includes attendance at personal interviews or other meetings and software or system demonstrations, where applicable.
	3. All proposals must adhere to the instructions and format requirements outlined in the RFP and all written supplements and amendments (such as the Summary of Questions and Answers), issued by the Department. Proposals are to follow the format and respond to all questions and instructions specified below in the “Proposal Submission Requirements” section of the RFP.
	4. Bidders will take careful note that in evaluating a proposal submitted in response to the RFP, the Department will consider materials provided in the proposal, information obtained through interviews/presentations (if any), and internal Departmental information of previous contract history with the Bidder (if any). The Department also reserves the right to consider other reliable references and publicly available information in evaluating a Bidder’s experience and capabilities.
	5. The proposal must be signed by a person authorized to legally bind the Bidder and must contain a statement that the proposal and the pricing contained therein will remain valid and binding for a period of 180 days from the date and time of the bid opening.
	6. The RFP and the awarded Bidder’s proposal, including all appendices or attachments, will be the basis for the final contract, as determined by the Department.
	7. Following announcement of an award decision, all submissions in response to this RFP will be public records, available for public inspection pursuant to the State of Maine Freedom of Access Act (FOAA) ([1 M.R.S. § 401](http://www.mainelegislature.org/legis/statutes/1/title1sec401.html) et seq.).
	8. The Department, at its sole discretion, reserves the right to recognize and waive minor informalities and irregularities found in proposals received in response to the RFP.
	9. All applicable laws, whether or not herein contained, are included by this reference. It is the Bidder’s responsibility to determine the applicability and requirements of any such laws and to abide by them.
2. **Contract Term**

The Department is seeking a cost-efficient proposal to provide services, as defined in the RFP, for the anticipated contract period defined in the table below. Please note, the dates below are estimated and may be adjusted, as necessary, in order to comply with all procedural requirements associated with the RFP and the contracting process. The actual contract start date will be established by a completed and approved contract.

Contract Renewal: Following the initial term of the contract, the Department may opt to renew the contract for 2 renewal periods, as shown in the table below, and subject to continued availability of funding and satisfactory performance.

The term of the anticipated contract, resulting from the RFP, is defined as follows:

|  |  |  |
| --- | --- | --- |
| **Period** | **Start Date** | **End Date** |
| Initial Period of Performance (2 Years) | August 1st, 2024 | July 31st, 2026 |
| Renewal Period #1 (2 Years) | August 1st, 2026 | July 31st, 2028 |
| Renewal Period #2 (1 Year) | August 1st, 2028 | July 31st, 2029 |

1. **Number of Awards**

The Department anticipates making one (1) award as a result of the RFP process.

**PART II** **SCOPE OF SERVICES TO BE PROVIDED**

**Requirements are organized into the following sections in this RFP**:

* **Part II Scope of Services to be Provided**
* **APPENDIX F** – PROPOSED SERVICES AND PROJECT SCHEDULE FORM
* **APPENDIX G** – PROPOSED SERVICES REQUIREMENTS WORKSHEET
* **APPENDIX H –** PROPOSED SERVICES IT POLICY FORM

**A. The Department requires the following services and materials in summary**:

1. **Transit Asset Management Software as a Service (SaaS)** - The software licenses, maintenance, and hosting services.
2. **Implementation Services -** All configuration, data conversion, support of Departmental deployment testing, remediation of testing issues, training, and related services as appropriate to ensure the Department’s effective use and administration of the service. No systems integration is required.
	* 1. Project management of the implementation including maintenance of a detailed implementation plan with schedule and milestones, and ~~biweekly~~ status reporting every other week to the Department Contract Administrator and Program Administrator until the acceptance of completion of the implementation by the Department Contract Administrator. Biweekly reports will include actions performed in period, actions planned for next period, risks, and issues.
		2. All work performed by the Provider will occur **offsite**. Onsite training may be proposed if preferred by the Bidder.
		3. The Department expects to load the system with the current transit provider and asset data stored in its Excel and MS Access databases.The Department will provide copies of these or download data to Excel for import into the new system on request. Data transformations should be performed by the Provider. The Department will work with the Provider to address data issues so that data can be imported. There will be gaps in the data that will have to be filled in manually by the Department.
3. **Ongoing Customer Support** as described in **Appendix G**.
4. **Data Export at Termination of Contract**

Upon termination of the contract, or in preparation for contract termination, at no additional charge, regardless of reason for termination, any requested Departmental data must be provided to the Department in usable format such as Excel spreadsheets for import into a new SaaS and/or for long-term Departmental storage. Requested data must be provided by the Provider within 15 business days of Departmental request. The Department’s data will not be deleted from the Provider’s system until confirmation in writing by the Department Contract Administrator that the requested data has been received and is usable.

**PART III KEY RFP EVENTS**

1. **Questions**
	1. **General Instructions:** It is the responsibility of all Bidders and other interested parties to examine the entire RFP and to seek clarification, in writing, if they do not understand any information or instructions.
		1. Bidders and other interested parties should use **Appendix E** (Submitted Questions Form) for submission of questions. The form is to be submitted as a WORD document.
		2. The Submitted Questions Form must be submitted, by e-mail, and received by the RFP Coordinator identified on the cover page of the RFP as soon as possible but no later than the date and time specified on the RFP cover page.
		3. Submitted Questions must include the RFP Number and Title in the subject line of the e-mail. The Department assumes no liability for assuring accurate/complete/on time e-mail transmission and receipt.
	2. **Question & Answer Summary:** Responses to all questions will be compiled in writing and posted on the following website no later than seven (7) calendar days prior to the proposal due date: [Division of Procurement Services RFP Page](https://www.maine.gov/dafs/bbm/procurementservices/vendors/rfps). It is the responsibility of all interested parties to go to this website to obtain a copy of the Question & Answer Summary. Only those answers issued in writing on this website will be considered binding.
2. **Amendments**

All amendments released in regard to the RFP will also be posted on the following website: [Division of Procurement Services RFP Page](https://www.maine.gov/dafs/bbm/procurementservices/vendors/rfps). It is the responsibility of all interested parties to go to this website to obtain amendments. Only those amendments posted on this website are considered binding.

1. **Submitting the Proposal**
	1. **Proposals Due:** Proposals must be received no later than 11:59 p.m. local time, on the date listed on the cover page of the RFP.
		1. Any e-mails containing original proposal submissions or any additional or revised proposal files, received after the 11:59 p.m. deadline, will be rejected without exception.
	2. **Delivery Instructions:** E-mail proposal submissions are to be submitted to the State of Maine Division of Procurement Services at Proposals@maine.gov.
		1. Only proposal submissions received by e-mail will be considered. The Department assumes no liability for assuring accurate/complete e-mail transmission and receipt.
			1. Proposal submission e-mails that are successfully received by the proposals@maine.gov inbox will receive an automatic reply stating as such.
		2. E-mails containing links to file sharing sites or online file repositories will not be accepted as submissions. Only e-mail proposal submissions that have the actual requested files attached will be accepted.
		3. Encrypted e-mails received which require opening attachments and logging into a proprietary system will not be accepted as submissions. Please check with your organization’s Information Technology team to ensure that your security settings will not encrypt your proposal submission.
		4. File size limits are 25MB per e-mail. Bidders may submit files separately across multiple e-mails, as necessary, due to file size concerns. All e-mails and files must be received by the due date and time listed above.
		5. Bidders are to insert the following into the subject line of their e-mail proposal submission: **“RFP# 202402044 Proposal Submission – [Bidder’s Name]”**
		6. Bidder’s proposal submissions are to be broken down into multiple files, with each file named as it is titled in bold below, and include:
* **File 1 [Bidder’s Name] – Preliminary Information:**

*PDF format preferred*

**Appendix A** (Proposal Cover Page)

**Appendix B** (Debarment, Performance and Non-Collusion Certification)

* **File 2 [Bidder’s Name] – Organization Qualifications and Experience:**

*PDF format preferred*

**Appendix C** (Organization Qualifications and Experience Form)

**Certificate of Insurance**

* **File 3 [Bidder’s Name] – Proposed Services:**

*PDF format preferred*

**APPENDIX F** (Proposed Services And Project Schedule Form)

and any Additional Agreements Proposed as indicated in item 1.7.

 **APPENDIX G** (Proposed Services Requirements Worksheet)

**SLA**

**Uptime and Unplanned Outage Report**

* **File 4 [Bidder’s Name] – Proposed Services: IT Policy Form :**

*PDF format preferred*

* **APPENDIX H**, **Proposed Services IT Policy Form**
* **File 5 [Bidder’s Name] – Cost Proposal:**

*PDF format preferred*

**APPENDIX D** (Cost Proposal Form)

**PART IV PROPOSAL SUBMISSION REQUIREMENTS**

This section contains instructions for Bidders to use in preparing their proposals. The Department seeks detailed yet succinct responses that demonstrate the Bidder’s qualifications, experience, and ability to perform the requirements specified throughout the RFP.

The Bidder’s proposal must follow the outline used below, including the numbering, section, and sub-section headings. Failure to use the outline specified in PART IV, or failure to respond to all questions and instructions throughout the RFP, may result in the proposal being disqualified as non-responsive or receiving a reduced score. The Department, and its evaluation team, has sole discretion to determine whether a variance from the RFP specifications will result either in disqualification or reduction in scoring of a proposal. Rephrasing of the content provided in the RFP will, at best, be considered minimally responsive.

Bidders are not to provide additional attachments beyond those specified in the RFP for the purpose of extending their response. Additional materials not requested will not be considered part of the proposal and will not be evaluated. Include any forms provided in the submission package or reproduce those forms as closely as possible. All information must be presented in the same order and format as described in the RFP.

**Proposal Format and Contents**

**Section I Preliminary Information** (File #1)

* 1. **Proposal Cover Page**

Bidders must complete **Appendix A** (Proposal Cover Page). It is critical that the cover page show the specific information requested, including Bidder address(es) and other details listed. The Proposal Cover Page must be dated and signed by a person authorized to enter into contracts on behalf of the Bidder.

* 1. **Debarment, Performance and Non-Collusion Certification**

Bidders must complete **Appendix B** (Debarment, Performance and Non-Collusion Certification Form). The Debarment, Performance and Non-Collusion Certification Form must be dated and signed by a person authorized to enter into contracts on behalf of the Bidder.

**Section II Organization Qualifications and Experience** (File #2)

* 1. Bidders must complete and submit **Appendix C** (Qualifications and Experience Form).
	2. **Certificate of Insurance**

Bidders must provide a certificate of insurance on a standard ACORD form (or the equivalent) evidencing the Bidder’s general liability, professional liability and any other relevant liability insurance policies that might be associated with the proposed services.

**Section III Proposed Services**

1. **Bidders must submit the following in Proposed Services** (File #3)
2. Complete and submit **Appendix F** (Proposed Services Form)
3. Complete and submit **Appendix G** (Proposed Services Requirements Worksheet)
4. Submit the **Service Level Agreement (SLA)**, if there is one**.**
5. Submit an **Uptime and Unplanned Outage Report** covering the previous calendar year.
	1. **Submit the following in Proposed Services IT Policy Form** (File #4)
		* 1. Complete and submit **Appendix H**, **Proposed Services: IT Policy Form**

**Section IV Cost Proposal** (File #5)

* 1. **General Instructions**
		1. Bidders must submit a cost proposal that covers the period starting August 1st, 2024 and ending on July 31st, 2029.
		2. The cost proposal must include the costs necessary for the Bidder to fully comply with the contract terms, conditions, and RFP requirements.
		3. No costs related to the preparation of the proposal for the RFP, or to the negotiation of the contract with the Department, may be included in the proposal. Only costs to be incurred after the contract effective date that are specifically related to the implementation or operation of contracted services may be included.
	2. **Cost Proposal Form Instructions**

Bidders must fill out **Appendix D** (Cost Proposal Form), following the instructions detailed here and in the form. Failure to provide the requested information, and to follow the required cost proposal format provided, may result in the exclusion of the proposal from consideration, at the discretion of the Department.

**PART V PROPOSAL EVALUATION AND SELECTION**

Evaluation of the submitted proposals will be accomplished as follows:

1. **Evaluation Process – General Information**
	1. An evaluation team, composed of qualified reviewers, will judge the merits of the proposals received in accordance with the criteria defined in the RFP.
	2. Officials responsible for making decisions on the award selection will ensure that the selection process accords equal opportunity and appropriate consideration to all who are capable of meeting the specifications. The goals of the evaluation process are to ensure fairness and objectivity in review of the proposals and to ensure that the contract is awarded to the Bidder whose proposal provides the best value to the State of Maine.
	3. The Department reserves the right to communicate and/or schedule interviews/presentations with Bidders, if needed, to obtain clarification of information contained in the proposals received. The Department may revise the scores assigned in the initial evaluation to reflect those communications and/or interviews/presentations. Changes to proposals, including updating or adding information, will not be permitted during any interview/presentation process and, therefore, Bidders must submit proposals that present their rates and other requested information as clearly and completely as possible.
2. **Scoring Weights and Process**
	1. **Scoring Weights:** The score will be based on a 100-point scale and will measure the degree to which each proposal meets the following criteria.

**Section I. Preliminary Information (No Points)**

 Includes all elements addressed above in Part IV, Section I.

**Section II. Organization Qualifications and Experience (30 points)**

Includes all elements addressed above in Part IV, Section II.

**Section III. Proposed Services (45 points)**

Includes all elements addressed above in Part IV, Section III.

**Section IV. Cost Proposal (25 points)**

Includes all elements addressed above in Part IV, Section IV.

* 1. **Scoring Process:** For proposals that demonstrate meeting the eligibility requirements in Section I, the evaluation team will use a consensus approach to evaluate and score Sections II & III above. Members of the evaluation team will not score those sections individually but, instead, will arrive at a consensus as to assignment of points for each of those sections. Sections IV, the Cost Proposal, will be scored as described below.
	2. **Scoring the Cost Proposal:** The total cost proposed for conducting all the functions specified in the RFP will be assigned a score according to a mathematical formula. The lowest bid will be awarded 25 points. Proposals with higher bids values will be awarded proportionately fewer points calculated in comparison with the lowest bid.

The scoring formula is:

(Lowest submitted cost proposal / Cost of proposal being scored) x 25 = pro-rated score

No Best and Final Offers: The State of Maine will not seek or accept a best and final offer (BAFO) from any Bidder in this procurement process.  All Bidders are expected to provide their best value pricing with the submission of their proposal.

* 1. **Negotiations:** The Department reserves the right to negotiate with the awarded Bidder to finalize a contract. Such negotiations may not significantly vary the content, nature or requirements of the proposal or the Department’s Request for Proposal to an extent that may affect the price of goods or services requested. The Department reserves the right to terminate contract negotiations with an awarded Bidder who submits a proposed contract significantly different from the proposal they submitted in response to the advertised RFP. In the event that an acceptable contract cannot be negotiated with the highest ranked Bidder, the Department may withdraw its award and negotiate with the next-highest ranked Bidder, and so on, until an acceptable contract has been finalized. Alternatively, the Department may cancel the RFP, at its sole discretion.
1. **Selection and Award**
	1. The final decision regarding the award of the contract will be made by representatives of the Department subject to approval by the State Procurement Review Committee.
	2. Notification of conditional award selection or non-selection will be made in writing by the Department.
	3. Issuance of the RFP in no way constitutes a commitment by the State of Maine to award a contract, to pay costs incurred in the preparation of a response to the RFP, or to pay costs incurred in procuring or contracting for services, supplies, physical space, personnel or any other costs incurred by the Bidder.
	4. The Department reserves the right to reject any and all proposals or to make multiple awards.
2. **Appeal of Contract Awards**

Any person aggrieved by the award decision that results from the RFP may appeal the decision to the Director of the Bureau of General Services in the manner prescribed in [5 M.R.S.A. § 1825-E](http://www.mainelegislature.org/legis/statutes/5/title5sec1825-E.html) and [18-554 Code of Maine Rules Chapter 120](https://www.maine.gov/dafs/bbm/procurementservices/policies-procedures/chapter-120).  The appeal must be in writing and filed with the Director of the Bureau of General Services, 9 State House Station, Augusta, Maine, 04333-0009 within 15 calendar days of receipt of notification of conditional contract award.

**PART VI CONTRACT ADMINISTRATION AND CONDITIONS**

1. **Contract Document**
	1. The awarded Bidder will be required to execute a State of Maine BP54-IT Rider B with appropriate riders as determined by the issuing department.

The complete set of standard State of Maine Service Contract documents, along with other forms and contract documents commonly used by the State, may be found on the Division of Procurement Services’ website at the following link: [Division of Procurement Services Forms Page](https://www.maine.gov/dafs/bbm/procurementservices/forms)

* 1. Allocation of funds is final upon successful negotiation and execution of the contract, subject to the review and approval of the State Procurement Review Committee. Contracts are not considered fully executed and valid until approved by the State Procurement Review Committee and funds are encumbered. No contract will be approved based on an RFP which has an effective date less than fourteen (14) calendar days after award notification to Bidders. (Referenced in the regulations of the Department of Administrative and Financial Services, [Chapter 110, § 3(B)(i)](https://www.maine.gov/dafs/bbm/procurementservices/policies-procedures/chapter-110).)

This provision means that a contract cannot be effective until at least 14 calendar days after award notification.

* 1. The State recognizes that the actual contract effective date depends upon completion of the RFP process, date of formal award notification, length of contract negotiation, and preparation and approval by the State Procurement Review Committee. Any appeals to the Department’s award decision(s) may further postpone the actual contract effective date, depending upon the outcome. The contract effective date listed in the RFP may need to be adjusted, if necessary, to comply with mandated requirements.
	2. In providing services and performing under the contract, the awarded Bidder must act as an independent contractor and not as an agent of the State of Maine.
	3. Federal funding will be used in the contract(s) resulting from this RFP. **Appendix I** ( Contract Rider D Federal Funding) will be included in the contracts.
1. **Standard State Contract Provisions**
	1. Contract Administration

Following the award, a Contract Administrator from the Department will be appointed to assist with the development and administration of the contract and to act as administrator during the entire contract period. Department staff will be available after the award to consult with the awarded Bidder in the finalization of the contract.

* 1. Payments and Other Provisions

The State anticipates paying the Contractor on the basis of net 30 payment terms, upon the receipt of an accurate and acceptable invoice. An invoice will be considered accurate and acceptable if it contains a reference to the State of Maine contract number, contains correct pricing information relative to the contract, and provides any required supporting documents, as applicable, and any other specific and agreed-upon requirements listed within the contract that results from the RFP.

**PART VII LIST OF RFP APPENDICES AND RELATED DOCUMENTS**

**Appendix A** – Proposal Cover Page

**Appendix B** – Debarment, Performance, and Non-Collusion Certification

**Appendix C** – Qualifications and Experience Form

**Appendix D** – Cost Proposal Form

**Appendix E** – Submitted Question Form

 **Appendix F**– Proposed Services Form

 **Appendix G**– Proposed Services Requirements Worksheet

 **Appendix H** – Proposed Services IT Policy Form

 **Appendix I**– Contract Rider D Federal Funding

 **Appendix J** –Sample PTMS Vehicle Evaluation Summary Form

 **Appendix K**– List ofDepartmental Asset Data Fields

**Maine IT Policy and Standards** – <https://www.maine.gov/oit/policies-standards>.

**APPENDIX A**

**State of Maine**

**Department of Transportation**

**PROPOSAL COVER PAGE**

**RFP# 202402044**

**Transit Asset Management Software as a Service**

|  |  |
| --- | --- |
| **Bidder’s Organization Name:** |  |
| **Chief Executive - Name/Title:** |  |
| **Tel:** |  | **E-mail:** |  |
| **Headquarters Street Address:** |  |
| **Headquarters City/State/Zip:** |  |
| ***(Provide information requested below if different from above)*** |
| **Lead Point of Contact for Proposal - Name/Title:** |  |
| **Tel:** |  | **E-mail:** |  |
| **Headquarters Street Address:** |  |
| **Headquarters City/State/Zip:** |  |

* This proposal and the pricing structure contained herein will remain firm for a period of 180 days from the date and time of the bid opening.
* No personnel currently employed by the Department or any other State agency participated, either directly or indirectly, in any activities relating to the preparation of the Bidder’s proposal.
* No attempt has been made, or will be made, by the Bidder to induce any other person or firm to submit or not to submit a proposal.
* The above-named organization is the legal entity entering into the resulting contract with the Department if they are awarded the contract.
* The undersigned is authorized to enter contractual obligations on behalf of the above-named organization.

*To the best of my knowledge, all information provided in the enclosed proposal, both programmatic and financial, is complete and accurate at the time of submission.*

|  |  |
| --- | --- |
| **Name (Print):** | **Title:** |
| **Authorized Signature:** | **Date:** |

**APPENDIX B**

**State of Maine**

**Department of Transportation**

**DEBARMENT, PERFORMANCE, and NON-COLLUSION CERTIFICATION**

**RFP# 202402044**

**Transit Asset Management Software as a Service**

|  |  |
| --- | --- |
| **Bidder’s Organization Name:** |  |

*By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this proposal:*

1. *Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.*
2. *Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:*
	1. *Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or contract.*
	2. *Violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.*
3. *Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification.*
4. *Have not within a three (3) year period preceding this proposal had one or more federal, state, or local government transactions terminated for cause or default*.
5. *Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.*

|  |  |
| --- | --- |
| **Name (Print):** | **Title:** |
| **Authorized Signature:** | **Date:** |

**APPENDIX C**

**State of Maine**

**Department of Transportation**

## QUALIFICATIONS and EXPERIENCE FORM

**RFP# 202402044**

**Transit Asset Management Software as a Service**

|  |  |
| --- | --- |
| **Bidder’s Organization Name:** |  |

|  |
| --- |
| 1. **Present a brief statement of qualifications.** Describe the history of the Bidder’s organization, especially regarding skills pertinent to the specific work required by the RFP and any special or unique characteristics of the organization which would make it especially qualified to perform the required work activities. The Bidder may expand this form and use additional pages to provide this information**.**
 |
|  |
| * 1. **Describe the Bidder’s experience providing and implementing the proposed SaaS.**
 |
|  |

|  |
| --- |
| 1. **Litigation:** List all current litigation in which the Proposer is named and a list of all closed cases that have closed within the past five (5) years in which Proposer paid the claimant either as part of a settlement or by decree.  For each, list the entity bringing suit, the complaint, the accusation, amount, and outcome.  If no litigation will be included, write “none”.
 |
|  |

|  |
| --- |
| 1. **Subcontractors:** If use of subcontractors is proposed for the provision of any services other than IT Hosting provision directly to the Department, for each subcontractor, please provide the following information:
 |
| * 1. Subcontractor name
 |  |
| * 1. Subcontractor role
 |  |
| * 1. How long has this subcontractor been in business?
 |  |
| * 1. How long has this subcontractor provided the proposed services?
 |  |
| * 1. How long has this subcontractor acted as a subcontractor to the Proposer?
 |  |
| * 1. Approximately how many installations by the Proposer using this subcontractor are currently in operation?
 |  |
| * 1. Provide a brief description of the organization’s qualifications and skills in providing the proposed services.
 |
|  |

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| --- |
| 1. **Provide references** from three current clients with needs similar to those of the Department as described in this RFP. For each of the references provided, a contact person from the client organization involved should be listed, along with that person’s telephone number and email address. Please note that contract history with the State of Maine, whether positive or negative, may be considered in rating proposals even if not provided by the Bidder.

The Department will determine which, if any, references are contacted. Information from other persons than that listed as “client contact person” may be solicited.  |

|  |
| --- |
| **4.1 Reference One** |
| **Client Name:** |  |
| **Client Contact Person:** |  |
| **Telephone:** |  |
| **E-Mail:** |  |
| **Brief description of similarity of work to Department needs** |
|  |

|  |
| --- |
| **4.1 Reference Two** |
| **Client Name:** |  |
| **Client Contact Person:** |  |
| **Telephone:** |  |
| **E-Mail:** |  |
| **Brief description of similarity of work to Department needs** |
|  |

|  |
| --- |
| **4.1 Reference Three** |
| **Client Name:** |  |
| **Client Contact Person:** |  |
| **Telephone:** |  |
| **E-Mail:** |  |
| **Brief description of similarity of work to Department needs** |
|  |

**APPENDIX D**

**State of Maine**

**Department of Transportation**

**COST PROPOSAL FORM**

**RFP# 202402044**

**Transit Asset Management Software as a Service**

|  |  |
| --- | --- |
| **Bidder’s Organization Name:** |  |
| **Proposed Cost:** (from last line of Table 3 below): | **$**  |

The Cost score is based on the initial period of the contract and all its extensions (5 years).

**Check math carefully**. The Bidder must ensure that the detail lines add correctly to the final sum of each table. The Department reserves the right to score, award, and negotiate on the amounts proposed or amounts assumed should the Bidders' proposal contain mathematical errors. Discounts can be shown as a line item if desired by entering a line-item description such as *“discount”,* and a credit amount.

Make your best estimate. No costs may be listed as *to be determined, variable, by the hour* or similar non-prices.

|  |
| --- |
| 1. List **all annual costs** necessary for the Bidder to fully comply with the contract terms and conditions and RFP requirements for the period of the contract and all its extensions (5 years),such as SaaS fees. Add more rows as needed.
 |
| Description | Year 1 cost | Year 2 cost | Year 3 costif renewed | Year 4 costif renewed | Year 5 costif renewed |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
| **1A. Total Annual Costs by Year** (sum of each column in this table) |  |  |  |  |  |
| **1B. Total Annual Costs for 5 Years** (sum of row 1A above) |  |  |

|  |
| --- |
| 1. List **all other costs** necessary for the Bidder to fully comply with the contract terms and conditions and RFP requirements for the period of the contract and all its extensions (5 years),such as implementation.

**Include cost** of each modification required for items marked “will meet requirement with modifications” in Appendix G Proposed Services Requirements Worksheet. Where none is listed, it will be considered $0.Add lines as needed.  |
| **Description** | **Cost** |
|  |   |
|  |  |
| **2A Total All Other Costs (**sum of rows in this table) |  |

|  |
| --- |
| 1. **Proposed Cost**

Proposed cost must be sum of the totals **computed in the indicated table cells** above and highlighted in yellow. This Proposed Cost will be used in the scoring cost formula.  |
|  **3A Total Annual Costs (row 1B above)**   |  |
|  **3B Total All Other Costs (row 2A above)** |  |
| **3C Proposed Cost (**Sum ofthe two preceding rows).This is the cost that will be used for cost scoring.  |  |

|  |
| --- |
| 1. **Rate Sheets**
 |
| * 1. Needs may occur that require ad hoc professional services, such as report customization or configuration updates. Please provide your professional services rate chart for the period of the contract and all extensions (5 years).
 |
|  |
| **4.2.** Provide the rates for additional licenses, if applicable. |
|  |

 **APPENDIX E**

**State of Maine**

**Department of Transportation**

**SUBMITTED QUESTIONS FORM**

**RFP# 202402044**

**Transit Asset Management Software as a Service**

This form should be used by Bidders when submitting written questions to the RFP Coordinator as defined in Part III of the RFP.

If a question is not related to any section of the RFP, enter “N/A” under the RFP Section & Page Number. Add additional rows as necessary.

|  |  |
| --- | --- |
| **Organization Name:** |  |

|  |  |
| --- | --- |
| **RFP Section & Page Number** | **Question** |
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**APPENDIX F**

**State of Maine**

**Department of Transportation**

**PROPOSED SERVICES and PROJECT SCHEDULE FORM**

**RFP# 202402044**

**Transit Asset Management Software as a Service**

|  |  |
| --- | --- |
| **Proposer’s Organization Name:** |  |

**Instructions:** Use as much space as necessary for a concise and meaningful response. Avoid duplication of information. Attachments or images should be inserted into the worksheet where reasonable. Information provided as separate documents must be titled clearly and reference the question number (e.g., *F1.5 System Architecture Diagram*), and be included in File 3 of the e-mail proposal submission.

Do not describe functionality or implementation activities that are NOT offered as part of this proposal. Do not include cost information in this section. **All costs and price lists must be in the Cost Proposal ONLY.**

|  |
| --- |
| 1. **SaaS Proposed**

Software, and licenses proposed must fully cover the requirements as described in Part II of the RFP, Appendix F, Appendix G, and Appendix H for up to 400 active vehicles; at least 16 transit provider agencies; and at least 3 Departmental users. |
| * 1. Provide the name of software proposed, including system/module names.
 |
|  |
| * 1. State license details including usage limitations such as user seats or active vehicle count.
 |
|  |
| * 1. The Department strongly prefers a system which is built and in use in Production by at least 3 customers. How many companies/organizations are currently using the proposed system in Production?
 |
|  |
| * 1. Licenses for any third-party software that the Department must hold for the operation of the system as proposed, such as Crystal Reports, must be included in the proposal. Please list them, including the module names and license details. Do not include Microsoft Office or Microsoft SQLServer as the Department holds these licenses. *Cost information must be included in the Cost Proposal (Appendix D) only.*
 |
|  |
| * 1. The software must be offered as a SaaS. Minor client software installation is permitted; no State server installations are permitted. Name any software components requiring client installation including browser add-ons; their function; and describe how they are kept up-to-date on the client machines.
 |
|  |
| * 1. Provide a logical (not physical) system architecture diagram of the proposed software.
 |
|  |
| **1.7** It is the Department’s strong preference to negotiate a single standard BP54-IT Rider B with Provider for all proposed services. Any additional agreements required to provide the proposed services between the Department, State, Transit Providers, or SaaS users, and either the Provider or another entity must be clearly itemized in this section, including Agreement name, purpose, and parties required to sign the agreement. Include a copy of each proposed additional agreement.  |
|  |

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| --- |
| 1. **External User Management**
 |
| Transit Provider Representatives (TPRs) must be authorized for access to the system and issued a unique personal ID and password. They will not have State Active Directory credentials. Please describe the process for the proposed system. Include any capabilities transit providers must add or note if they can update their representatives’ user data directly through the SaaS. Include whether the Department can restrict users to a single representative per transit provider; or if there are restrictions on the number of active users per transit provider. Although the State is moving toward a centralized Public/Citizen Portal in the near future, as noted in the RFP’s Part 1 A Purpose and Background, it is not likely to available for the initial implementation. DOT anticipates handling it as a later task order. |
|  |

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| 1. **Asset Management**

The Department tracks various types of transit assets for transit providers. Asset status must include at a minimum: Active, Inactive, Spare and Disposal. The Department strongly prefers that only Transportation Business Analysts (TBAs) update asset statuses; and that the Department is notified and must approve any transit provider updates to this information before it is accepted as asset data.  |
| * 1. Transit Provider Types - The Department tracks information for the following types of transit providers. Depending on the transit provider category, providers may or may not be included in the PTMS reports or may have differences in the annual data collected on their assets.
* **Direct recipients -** An entity that receives Federal financial assistance directly from the Federal Transit Administration (FTA). Direct Recipients submit mileage used for public transportation, not required for federal reporting. There is a total of 5 direct recipients.
* **Sub-recipients -** An entity that receives Federal transit grant funds indirectly through a state or direct recipient. They submit PTMS forms to the Department and are part of the Department’s Transit Asset Management (TAM) Plan- Tier II and National Transit Database (NTD) reporting. There is a total of 11 sub-recipients. This asset type includes 1 Intercity Provider that submits a PTMS form but is not part of the Department’s TAM Plan.

Please describe how the proposed system handles asset tracking and include any limitations. |
|  |
| * 1. Asset Types - The Department collects information for two categories of transit assets: revenue generating rolling stocks that include any vehicles carrying passengers and non-revenue generating equipment that include service and administrative vehicles. The proposed system must be able to categorize transit assets into these categories. Please describe how the proposed system meets this requirement.
 |
|  |
| * 1. Asset Acquisition – The Department must capture basic information about an asset of a transit provider upon asset acquisition. These include VIN number, make/model, Vehicle Year, among others. Please describe the recommended process within the proposed system.
 |
|  |
| * 1. Asset Disposal – The Department must capture disposals on all assets. As the Department does not have oversight of locally purchased vehicles, we only need to be notified when the transit agency disposes of these vehicles. For all other assets, the Department must capture basic information about the disposal such as disposal date, asset condition, and disposal type. The Department must be able to review and approve this asset status update and associated data before it is applied to the asset. Does the system meet this requirement? Please describe.
 |
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| 1. **Public Transportation Management System (PTMS) Form**

The SaaS must support the Department in collecting, computing, and managing asset data. This is used for various federal reporting and other Departmental purposes. Currently PTMS and other data is collected annually on paper between June 1 and July 30. In the SaaS, authorized TPR will use web forms to submit the data on a similar schedule. **(*See Appendix J*** *(Sample PTMS form)*. |
| * 1. The Department requires a web PTMS form and workflow to collect the annual transit vehicle inventory and conditions data from its transit providers. Describe the proposed PTMS form and data collection process in detail through completion of Departmental QA/QC of the submitted data. Include the protections against inappropriate updates for user role and workflow stage, and how configurable the field level protections on the forms are. Include any tools for Departmental monitoring of the transit providers’ work progress at individual and group levels.
 |
|  |
| * 1. The Department expects the system to provide field level controls for data entry to TPRs such as dropdowns. As the initial PTMS form is submitted, the Department needs the ability to make corrections to the submitted data if necessary and then lock the forms against further edits by the TPRs. However, ideally, the Department prefers the TPRs to be able to correct submitted data after submission/lockdown with TBA’s approval. Please describe how this would be handled in the proposed system.
 |
|  |
| * 1. The Department requires a similar web form and workflow to collect vehicle mileage updates each December and may develop other needs for data collection forms and workflows with their own timings. Data collected on these timings/forms must be captured as separate data points and not update the annual PTMS data submitted. Does the system support these requirements? Are there any limitations on the transit provider forms / workflows that can be added? Are they set up by the Department or by the Provider? If by the Provider, is this considered normal customer support, or professional services work? (NOTE that P*rices should be included in* ***Appendix D*** *(Cost Proposal) only*)
 |
|  |
| * 1. In addition to the web forms and any self-service user maintenance described above, the Department expects, at a minimum, that a TPR can, for their fleet and only their fleet, look up the status of a single asset, and produce and download a list of the status of current assets. Please indicate whether that minimum expectation is met by the proposed system and describe any other functionality available for TPRs within the SaaS.
 |
|  |

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| 1. **State of Good Repair (SGR)**

Maintaining transit assets is important to maintain safety, ensure reliability, and reduce long-term maintenance costs. The Department develops State of Good Repair (SGR) targets each October for NTD and TAM reporting. The average SGR scale is used to determine replacement priority and funding purposes. FTA requires the Department to use a multi factor analysis on a 1-5 scale to determine the SGR for rolling stocks and equipment (non-revenue vehicles). The Department’s current analysis uses years, useful mileage, and condition assessment of the vehicles. Proposals may suggest other factors for the Department’s consideration.  |
| The proposed system must compute the SGR in compliance with the FTA requirements utilizing the PTMS data. Please describe in detail how the SGR is calculated in the proposed system and what factors are taken into consideration.  |
|  |

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| --- |
| 1. **Other Automation**
 |
| * 1. NTD Reporting - The Department’s NTD report generation process is currently manual. In addition to the vehicle data, the Department compiles and reports the total amount of funding each transit provider receives per year for along with their trips, miles, hours, and safety data in federally mandated format. The Department is interested in exploring the possibilities of automation of NTD reporting. Please describe the automation available in the proposed system.
 |
|  |
| * 1. Describe the Vehicle Replacement Cost calculation method that the proposed system offers.
 |
|  |

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| --- |
| 1. **Reporting**
 |
| * 1. The Department expects to be able to perform historical comparisons and trend reporting and analysis. Is there a limit in the proposed system to how many years of historical data can be stored or reported on? On the type of data available for this purpose (e.g., asset data vs PTMS collected or derived etc.)?
 |
|    |
| * 1. Provide a list of standard reports available within the proposed system. Please note whether any reports can be directly generated by TPRs for their fleets.
 |
|  |
| * 1. The Department needs the ability to develop, save, and share for future use reports and queries. The reports should be able to include and filter/sort on transit provider data, and inventory data, including all collected and computed data associated with the inventory, current and historical. Please describe the ad hoc reporting and query tools the proposed system offers including limitations on available data. Indicate whether knowledge of SQL or other technical training is needed for optimal use.
 |
|  |

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| --- |
| 1. **Systems Maturity**
 |
| * 1. Briefly describe the proposed software application’s history, including major platform modifications, ownership transfers, and when first offered as SaaS.If integrated systems are proposed, describe separately for each system.
 |
|  |
| * 1. List the major software releases that have been implemented in the last 5 years with approximate dates, and the primary intent of each.
 |
|  |
| **8.3** If customizations are performed for customers – whether proposed for this implementation or not - please describe how customizations are addressed during subsequent upgrades, including the roles and responsibilities for work and testing of Vendor and Customer. |
|  |

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| --- |
| 1. **IT Hosting Provision**

 |
| * 1. IT Hosting Provider Name

 (and purpose if multiple providers): |  |
| * 1. Identify any third-party security accreditations/attestations available for the SaaS or hosting infrastructure, such as SSAE 18 SOC 2 Type II, FISMA Level 3 ATO, FedRAMP CSP, ISO/IEC 27001:2005, US-EU Safe Harbor Framework, SkyHigh CloudTrust. The Department will require the winning Bidder to provide a report before contract authorization. Add more lines if needed.
 |
| Accreditation/Attestation | Year  | Applies to SaaS application, or hosting infrastructure, or both |
|  |  |  |
|  |  |  |
| * 1. Please state the Recovery Point Objective (RPO), Recovery Time Objective (RTO) and percentage unplanned downtime objective for the SaaS services. Minimum requirements are 4 hours, 4 hours, and 99.9% respectively.
 |
|  |

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| --- |
| 1. **Implementation Services**
 |
| * 1. Provide a detailed implementation plan and schedule including major milestones.Use the Start Date as stated in PART I, D of this RFP, or later if you must start on a later date. Describe each milestone including major tasks, deliverables, Provider and State roles, estimated duration, key assumptions, and risks.
 |
|  |
| * 1. The Department strongly prefers a SaaS that can be configured to meet requirements, although some customization to meet requirements is acceptable. Please indicate the customizations required to meet requirements, and a rough estimate of the total effort, in days, required to code and unit test these customizations.
 |
|  |
| * 1. Please describe the proposed training for the Department and/or Providers for the initial implementation.
 |
|  |
| **10.4** During implementation, the Vendor team must normally be available for project work, and respond reasonably promptly to e-mail and phone calls during regularly scheduled hours of operation on State business days (Mon-Fri, excluding State Holidays), including at least 5 hours during the period of 7:30 AM to 4:30 PM EST. Please indicate proposed project hours. |
|  |

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| --- |
| 1. **Customer Support**
 |
| * 1. Provide the customer support hours.
 |
|  |
| * 1. Describe the available customer support modes of contact, such as email, website, phone.
 |
|  |
| * 1. Describe the customer support response standards for timely response.
 |
|  |
| * 1. Describeresources offered by the Bidder for post-implementation training, such as new user or refresher training manuals, videos, etc.
 |
|  |

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| 1. **Caveats and Limitations:** Provide any proposal caveats or limitations of proposed services not stated elsewhere in the proposal or SLA here.
 |
|  |

**APPENDIX G**

**State of Maine**

**Department of Transportation**

**PROPOSED SERVICES REQUIREMENTS WORKSHEET**

**RFP# 202402044**

**Transit Asset Management Software as a Service**

**INSTRUCTIONS**

**Cost information must be included in the Cost Proposal (Appendix D) only.**

**Mark ONE box that best describes the fit of the proposed solution to each requirement line.** The colored headers are not requirement lines.

* **“Will meet req. as stated”** – the proposed solution will meet the requirement without modification.
* **“Will meet req. with mod.”** – the proposed solution will meet the requirement with a reasonable modification of either the requirement or the application system
* **“Will not meet req.”** – the proposed solution will not meet the requirement even with reasonable modification.

**Please use the Comment area as follows:**

* Briefly address any request for information made in that requirement line**.**
* If “will meet req. with mod” is selected, briefly describe the modification proposed.
* If “will not meet req.” is selected, explain briefly.

| **Line #** | **Requirement** | **Will meet req.****as stated** | **Will meet req. with mod.** | **Will not meet req.** | **Comments** |
| --- | --- | --- | --- | --- | --- |
|  | **SaaS Technical Requirements** |  |  |  |  |
| 1 | All web components compatible with current version of Edge or Chrome web browser. If a specific internet browser is recommended, please indicate in comments. |  |  |  |  |
| 2 | Application can run on 64-bit 8 GIG RAM PC running Microsoft Windows10 Enterprise with antivirus software, encryption, and Microsoft 365 Office for Enterprise.  |  |  |  |  |
| 3 | New software versions are implemented for the Department’s SaaS within 6 months of initial production release.  |  |  |  |  |
| 4 | UI widely enforces data quality upon entry with use of single select, multiselect, and range validation, and lookup tables as appropriate to the field. |  |  |  |  |
| 5 | Each user has a personal user ID and password. |  |  |  |  |
| 6 | Ideally, all users not authenticated through the State’s AD able to recover their own IDs and passwords through self-service.  |  |  |  |  |
| 7 | Test system – a recent copy of the production including all features, functionality, and configuration with exception of user rights - available, and refreshed within 10 business days upon request.  |  |  |  |  |
| 8 | Configuration and report modifications are migrated from test to production through automation rather than manual re-creation. |  |  |  |  |
| 9 | Performance no longer than three (3) seconds for lookups, and five (3) seconds for data modification, presuming Ethernet connectivity of the client device.  |  |  |  |  |
| 10 | Audit history of changes to asset information and web form modifications after TPR submission including who performed an update, and when. |  |  |  |  |
|  | **State User Authentication and Authorization** |
| 11 | Use of Active Directory Federation Services (ADFS) integrated with the State’s Azure Active Directory, which includes use of multifactor authentication. |  |  |  |  |
| 12 | Able to set up configurable role-based security including system administrator, Transit Business analyst (TBA) with full update rights, Transit Provider Representative (TPR), and Read-only users.  |  |  |  |  |
|  | **Transit Asset Records**  |
| 13 | UI provides a mechanism for entering multiple assets and their metadata efficiently, such as copy records or batch data entry. Please state copy, batch, or both in Comments.  |  |  |  |  |
| 14 | System includes all asset data required to meet the FTA TAM Plan requirements. |  |  |  |  |
| 15 | System can capture and report out the Departmental asset data fields (***See Appendix K*** *(Departmental Data Fields)****).***  |  |  |  |  |
| 16 | TBAs able to edit and update all asset information, including owning transit provider and VIN, without losing asset history.  |  |  |  |  |
|  | **Web Data Collection Forms**  |  |  |  |  |
| 17 | Able to enter/modify form data and save the form indefinitely until the Transit Providers submit it to the Department.  |  |  |  |  |
| 18 | Does not allow submission of a data collection form to next step of workflow with high severity errors such as missing mandatory fields; provides clear error message instead. |  |  |  |  |
|  | **Public Transportation Management System (PTMS) Form and Workflow** |
| 19 | Form is initially populated with the appropriate vehicle information available in the system so that transit providers only fill in the data that requires annual update. |  |  |  |  |
| 20 | Form able to flag logical data errors based on data already in the system, such as lower mileage than previously recorded. |  |  |  |  |
| 21 | Allows to the TBAs to make changes to the submitted PTMS forms even after lockdown. |  |  |  |  |
| 22 | TBAs able run iteratively, fix data, and eventually “finalize” the PTMS report at which point the workflow status of the annual PTMS forms included in the report are set to Final and locked against further edits. |  |  |  |  |
| 23 | TBAs able to identify changes to the data in a PTMS form, such as original/submitted values side by side in the form. |  |  |  |  |
| 24 | TBA or system administrator able to reverse “finalization” of the annual PTMS report, reversing the locking of the impacted forms, should they realize it was finalized prematurely. |  |  |  |  |

**APPENDIX H**

**State of Maine**

**Department of Transportation**

**PROPOSED SERVICES IT POLICY FORM**

**RFP# 202402044**

**Transit Asset Management Software as a Service**

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| --- |
| **State of Maine Information Technology Policy Compliance** MaineIT expects all I.T. products to comply with the entire suite of I.T. policies ([https://www.maine.gov/oit/policies-standards](https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.maine.gov%2Foit%2Fpolicies-standards.&data=05%7C01%7CJennifer.Chisum%40maine.gov%7C497b463300c245d03ce308daee650c87%7C413fa8ab207d4b629bcdea1a8f2f864e%7C0%7C0%7C638084415007225951%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000%7C%7C%7C&sdata=YxMwdiEBUT7W7rbipBDZiB%2FnhKh2AA0l1pNZ8u76Sko%3D&reserved=0)). Special attention must be paid to the following policies/procedures for pure SaaS offering: 1. [General Architecture Principles](https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.maine.gov%2Foit%2Fsites%2Fmaine.gov.oit%2Ffiles%2Finline-files%2Fgeneral-architecture-principles_1.pdf&data=05%7C01%7CJennifer.Chisum%40maine.gov%7C497b463300c245d03ce308daee650c87%7C413fa8ab207d4b629bcdea1a8f2f864e%7C0%7C0%7C638084415007225951%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000%7C%7C%7C&sdata=k%2BRYkRRwBFTWKY6YPf8aAYRdihZeZ7m5WKMR4wbP85M%3D&reserved=0)
2. [System and Services Acquisition Policy and Procedures (SA-1)](https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.maine.gov%2Foit%2Fsites%2Fmaine.gov.oit%2Ffiles%2Finline-files%2Fsystem-services-acquisition-policy.pdf&data=05%7C01%7CJennifer.Chisum%40maine.gov%7C497b463300c245d03ce308daee650c87%7C413fa8ab207d4b629bcdea1a8f2f864e%7C0%7C0%7C638084415007225951%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000%7C%7C%7C&sdata=zWWsUisAO0zOfGg0tKvzGZjVhEgwhK2UNG7kjLwuJL0%3D&reserved=0)
3. [Application Deployment Certification Policy](https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.maine.gov%2Foit%2Fsites%2Fmaine.gov.oit%2Ffiles%2Finline-files%2Fapplication-deployment-certification_0.pdf&data=05%7C01%7CJennifer.Chisum%40maine.gov%7C497b463300c245d03ce308daee650c87%7C413fa8ab207d4b629bcdea1a8f2f864e%7C0%7C0%7C638084415007225951%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000%7C%7C%7C&sdata=0RdcawvcC41ZO4RkiTx1%2BlPBv0gYXS13io2Uuen8LQk%3D&reserved=0)
4. [Digital Accessibility and Usability Policy](https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.maine.gov%2Foit%2Fsites%2Fmaine.gov.oit%2Ffiles%2Finline-files%2Fdigital-accessibility-policy.pdf&data=05%7C01%7CJennifer.Chisum%40maine.gov%7C497b463300c245d03ce308daee650c87%7C413fa8ab207d4b629bcdea1a8f2f864e%7C0%7C0%7C638084415007387947%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000%7C%7C%7C&sdata=5kt0j3XVf7YcQpgVO3r%2B02OUln7B0Dk91hU%2FsI7LlsE%3D&reserved=0)
5. [Remote Hosting Policy](https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.maine.gov%2Foit%2Fsites%2Fmaine.gov.oit%2Ffiles%2Finline-files%2Fremote-hosting-policy.pdf&data=05%7C01%7CJennifer.Chisum%40maine.gov%7C497b463300c245d03ce308daee650c87%7C413fa8ab207d4b629bcdea1a8f2f864e%7C0%7C0%7C638084415007397777%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000%7C%7C%7C&sdata=44j6%2BM8uj7FAhwRcOu8e%2FAYltYp05tH3ruaJoOP%2FurI%3D&reserved=0)
6. [Data Exchange policy](https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.maine.gov%2Foit%2Fsites%2Fmaine.gov.oit%2Ffiles%2Finline-files%2Fdata-exchange-policy.pdf&data=05%7C01%7CJennifer.Chisum%40maine.gov%7C497b463300c245d03ce308daee650c87%7C413fa8ab207d4b629bcdea1a8f2f864e%7C0%7C0%7C638084415007407742%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000%7C%7C%7C&sdata=0cP9z44feFNoLRlQI8QXpaJ21gyI8qAnwViryb9dTvE%3D&reserved=0)
7. [Information Security Policy](https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.maine.gov%2Foit%2Fsites%2Fmaine.gov.oit%2Ffiles%2Finline-files%2Finformation-security-policy.pdf&data=05%7C01%7CJennifer.Chisum%40maine.gov%7C497b463300c245d03ce308daee650c87%7C413fa8ab207d4b629bcdea1a8f2f864e%7C0%7C0%7C638084415007417688%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000%7C%7C%7C&sdata=Wa2b2O76QaL5ZKe%2FBVa44LMZb9tZ377YbtpT%2BGzxfCc%3D&reserved=0)
8. [Access Control Policy](https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.maine.gov%2Foit%2Fsites%2Fmaine.gov.oit%2Ffiles%2Finline-files%2Faccess-control-policy.pdf&data=05%7C01%7CJennifer.Chisum%40maine.gov%7C497b463300c245d03ce308daee650c87%7C413fa8ab207d4b629bcdea1a8f2f864e%7C0%7C0%7C638084415007427649%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000%7C%7C%7C&sdata=0AxRzBygGHN%2FKrdM9fgLVDwCI0RBE0zwzFUnARaV%2Fzg%3D&reserved=0)
9. [Access Control Procedures for Users](https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.maine.gov%2Foit%2Fsites%2Fmaine.gov.oit%2Ffiles%2Finline-files%2Faccess-control-procedures-for-users.pdf&data=05%7C01%7CJennifer.Chisum%40maine.gov%7C497b463300c245d03ce308daee650c87%7C413fa8ab207d4b629bcdea1a8f2f864e%7C0%7C0%7C638084415007437603%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000%7C%7C%7C&sdata=451vQWuWYpNqmdf3aT0Gq2mftHCc7ppIA1Gwem8PRzA%3D&reserved=0)
10. [Risk Assessment policy](https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.maine.gov%2Foit%2Fsites%2Fmaine.gov.oit%2Ffiles%2Finline-files%2Frisk-assessment-policy-procedure.pdf&data=05%7C01%7CJennifer.Chisum%40maine.gov%7C497b463300c245d03ce308daee650c87%7C413fa8ab207d4b629bcdea1a8f2f864e%7C0%7C0%7C638084415007437603%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000%7C%7C%7C&sdata=InyBj7%2FYkBntgmMjP09EZhVEgfBd4twkUKHChafW260%3D&reserved=0)
11. [Vulnerability Scanning Procedure](https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.maine.gov%2Foit%2Fsites%2Fmaine.gov.oit%2Ffiles%2Finline-files%2Fvulnerablity-scanning-procedure.pdf&data=05%7C01%7CJennifer.Chisum%40maine.gov%7C497b463300c245d03ce308daee650c87%7C413fa8ab207d4b629bcdea1a8f2f864e%7C0%7C0%7C638084415007447556%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000%7C%7C%7C&sdata=I1f3S5Ku79FYhHcSxyaggkO8SjGe89xUMsURXGTmpMo%3D&reserved=0)
12. [Security Assessment and Authorization Policy](https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.maine.gov%2Foit%2Fsites%2Fmaine.gov.oit%2Ffiles%2Finline-files%2FSecurityAssessmentAuthorizationPolicy.pdf&data=05%7C01%7CJennifer.Chisum%40maine.gov%7C497b463300c245d03ce308daee650c87%7C413fa8ab207d4b629bcdea1a8f2f864e%7C0%7C0%7C638084415007457513%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000%7C%7C%7C&sdata=Ctc5nJEwtiVkH%2FCxu96XXLAC4ARE0HcmndGwdd4oHa8%3D&reserved=0)
13. [System and Information Integrity Policy](https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.maine.gov%2Foit%2Fsites%2Fmaine.gov.oit%2Ffiles%2Finline-files%2Fsystem-information-integrity-policy.pdf&data=05%7C01%7CJennifer.Chisum%40maine.gov%7C497b463300c245d03ce308daee650c87%7C413fa8ab207d4b629bcdea1a8f2f864e%7C0%7C0%7C638084415007467477%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000%7C%7C%7C&sdata=RFzNQFzC7q6jAO3j9%2BdA94tje74njW8mVtNk9S46pL0%3D&reserved=0)
14. [Configuration Management Policy](https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.maine.gov%2Foit%2Fsites%2Fmaine.gov.oit%2Ffiles%2Finline-files%2Fconfiguration-management-policy.pdf&data=05%7C01%7CJennifer.Chisum%40maine.gov%7C497b463300c245d03ce308daee650c87%7C413fa8ab207d4b629bcdea1a8f2f864e%7C0%7C0%7C638084415007477434%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000%7C%7C%7C&sdata=L5xPZROz04wBvEKHznyOrkBbBMyhYKBj5JqRZqHGruk%3D&reserved=0)
15. [Business Continuity and Disaster Recovery Policy](https://www.maine.gov/oit/sites/maine.gov.oit/files/inline-files/BusinessContinuityDisasterRecoveryPolicy.pdf)

If the proposal is to leverage the State of Maine O365 tenant, then expectation is that all vendor personnel shall comply with the entire suite of I.T. policies ([https://www.maine.gov/oit/policies-standards](https://www.maine.gov/oit/policies-standards.)). Special attention must be paid to the following policies/procedures:1. [Access Control Policy](https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.maine.gov%2Foit%2Fsites%2Fmaine.gov.oit%2Ffiles%2Finline-files%2Faccess-control-policy.pdf&data=04%7C01%7CPatrick.J.Williams%40maine.gov%7Ce1dfbce4c21a4865da7e08d9fbaa1d6c%7C413fa8ab207d4b629bcdea1a8f2f864e%7C0%7C0%7C637817530325341336%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000&sdata=%2BI3wYM%2Fli1%2BYv48gnxz%2FVx017RzOPprNi6awoOF4flk%3D&reserved=0)
2. [Access Control Procedures for Users](https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.maine.gov%2Foit%2Fsites%2Fmaine.gov.oit%2Ffiles%2Finline-files%2Faccess-control-procedures-for-users.pdf&data=04%7C01%7CPatrick.J.Williams%40maine.gov%7Ce1dfbce4c21a4865da7e08d9fbaa1d6c%7C413fa8ab207d4b629bcdea1a8f2f864e%7C0%7C0%7C637817530325341336%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000&sdata=FaMuZx%2BS5VWC9yRcful5z3JU0M5LRR65nRnU4bPQdu0%3D&reserved=0)
3. [Security Awareness Training](https://www.maine.gov/oit/sites/maine.gov.oit/files/inline-files/SecurityAwarenessTrainingPolicy.pdf)
4. [Rules of Behavior](https://www.maine.gov/oit/sites/maine.gov.oit/files/inline-files/RulesofBehavior.pdf)
5. [User Device and Commodity Applications](https://www.maine.gov/oit/sites/maine.gov.oit/files/inline-files/UserDeviceCommodityAppPolicy.pdf)
6. [Network Device Management](https://www.maine.gov/oit/sites/maine.gov.oit/files/inline-files/NetworkDeviceManagementPolicy.pdf)
7. [Mobile Device (BYOD)](https://www.maine.gov/oit/sites/maine.gov.oit/files/inline-files/MobileDevicePolicy.pdf)
 |
| **1** In addition to the documents listed above, the bidder/vendor is further required to explain & demonstrate re: how the product/solution will achieve the NIST 800-53 Rev 5 for the remaining security and privacy control families to a security baseline appropriate to the impact level of the data as determined by the agency.1. Physical and Environmental Protection;
2. Awareness and Training;
3. Planning;
4. Audit and Accountability;
5. Assessment, Authorization, and Monitoring;
6. Personnel Security;
7. PII Processing and Transparency;
8. Contingency Planning;
9. Identification and Authentication;
10. Incident Response;
11. System and Communications Protection;
12. Maintenance;
13. Media Protection; and
14. Supply Chain Risk Management to a security baseline appropriate to the impact level of the data as determined by the agency.
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| **1.1.** Please note any issues complying with the applicable portions of the State of Maine Office of Information Technology Digital Accessibility Policy and how those will be addressed. <https://www.maine.gov/oit/policies/DigitalAccessibilityPolicy.pdf>.   |
|  |
| **1.2.** Please note any issues complying with the State of Maine Office of Information Technology Remote Hosting Policy and how those will be addressed. <https://www.maine.gov/oit/policies/RemoteHostingPolicy.pdf>.  |
|  |
| **1.3** Please describe how the external facing forms used by the transit providers, such as the PTMS Form, will be branded for MaineDOT; and how compliance with the State IT policy Domain Name Policy & Procedures will be achieved. |
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**APPENDIX I**

**State of Maine**

**Department of Transportation**

**CONTRACT RIDER D FEDERAL FUNDING**

**RFP# 202402044**

**Transit Asset Management Software as a Service**

FHWA-1273 – Revised October 23, 2023

 **REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS**

1. General
2. Nondiscrimination
3. Non-segregated Facilities
4. Davis-Bacon and Related Act Provisions
5. Contract Work Hours and Safety Standards Act Provisions
6. Subletting or Assigning the Contract
7. Safety: Accident Prevention
8. False Statements Concerning Highway Projects
9. Implementation of Clean Air Act and Federal Water Pollution Control Act
10. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
11. Certification Regarding Use of Contract Funds for Lobbying
12. Use of United States-Flag Vessels: ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

* 1. **GENERAL**
		1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design- build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

* + 1. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

* + 1. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
		2. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).
	1. **NONDISCRIMINATION** (23 CFR 230.107(a); 23 CFR Part

230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504

of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60- 1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

* + 1. **Equal Employment Opportunity:** Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (*see* 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR

Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

1. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).
2. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

* + 1. **EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.
		2. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
1. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.
2. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
3. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
4. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
5. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
	* 1. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.
6. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
7. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.
8. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.
	* 1. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:
9. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
10. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
11. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
12. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

* + 1. **Training and Promotion:**
1. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
2. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
3. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
4. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.
	* 1. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR

230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

1. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
2. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.
3. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
4. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

* + 1. **Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.
		2. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.
1. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.
2. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.
	* 1. **Assurances Required:**
3. The requirements of 49 CFR Part 26 and the State DOT’s FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.
4. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
	1. Withholding monthly progress payments;
	2. Assessing sanctions;
	3. Liquidated damages; and/or
	4. Disqualifying the contractor from future bidding as non- responsible.
5. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.
	* 1. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.
6. The records kept by the contractor shall document the following:
	1. The number and work hours of minority and non- minority group members and women employed in each work classification on the project;
	2. The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
	3. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.
7. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non- minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391.](http://www.fhwa.dot.gov/eforms/) The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.
	1. **NONSEGREGATED FACILITIES**

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

* 1. **DAVIS-BACON AND RELATED ACT PROVISIONS**

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101.

Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA- 1273 format and FHWA program requirements.

* + 1. **Minimum wages** (29 CFR 5.5)
1. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act [(29 CFR part 3)](https://www.ecfr.gov/current/title-29/part-3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act [(40](https://www.govinfo.gov/link/uscode/40/3141)

[U.S.C. 3141(2)(B))](https://www.govinfo.gov/link/uscode/40/3141) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

1. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1,](https://www.ecfr.gov/current/title-29/part-1) a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:
2. The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
3. The classification is used in the area by the construction industry; and
4. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

1. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:
2. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
3. The classification is used in the area by the construction industry; and
4. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
5. The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.
6. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to *DBAconformance@dol.gov*. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.
7. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to *DBAconformance@dol.gov,*refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.
8. The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

1. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.
2. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in

§ 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

1. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.
	* 1. **Withholding** (29 CFR 5.5)
2. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
3. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph
	* + 1. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:
				1. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
				2. A contracting agency for its reprocurement costs;
				3. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
				4. A contractor's assignee(s);
				5. A contractor's successor(s); or
				6. A claim asserted under the Prompt Payment Act, [31](https://www.govinfo.gov/link/uscode/31/3901)

[U.S.C. 3901](https://www.govinfo.gov/link/uscode/31/3901)–3907.

* + 1. **Records and certified payrolls** (29 CFR 5.5)
1. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.
2. *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C.](https://www.govinfo.gov/link/uscode/40/3141) [3141(2)(B)](https://www.govinfo.gov/link/uscode/40/3141) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.
3. *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C.](https://www.govinfo.gov/link/uscode/40/3141) [3141(2)(B)](https://www.govinfo.gov/link/uscode/40/3141) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.
4. *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.
5. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts- covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

1. *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker ( *e.g.,* the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at [*https://www.dol.gov/sites/dolgov/files/WHD/*](https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf)[*legacy/files/wh347/.pdf*](https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf)or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.
2. *Statement of Compliance.* Each certified payroll submitted must be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:
	1. That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;
	2. That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3;](https://www.ecfr.gov/current/title-29/part-3) and
	3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.
3. *Use of Optional Form WH–347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the “Statement of Compliance” required by paragraph 3.b.(3) of this section.
4. *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.
5. *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](https://www.govinfo.gov/link/uscode/18/1001) and [31](https://www.govinfo.gov/link/uscode/31/3729)

[U.S.C. 3729.](https://www.govinfo.gov/link/uscode/31/3729)

1. *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
2. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
3. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.
4. *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](https://www.ecfr.gov/current/title-29/part-6) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.
5. *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

* + 1. **Apprentices and equal employment opportunity** (29 CFR 5.5)
1. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
2. *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.
3. *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.
4. *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.
5. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30.](https://www.ecfr.gov/current/title-29/part-30)

1. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

* + 1. **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.
		2. **Subcontracts**. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.
		3. **Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
		4. **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis- Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.
		5. **Disputes concerning labor standards.** As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the

U.S. Department of Labor, or the employees or their representatives.

* + 1. **Certification of eligibility**. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40](https://www.govinfo.gov/link/uscode/40/3144)

[U.S.C. 3144(b)](https://www.govinfo.gov/link/uscode/40/3144) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144(b)](https://www.govinfo.gov/link/uscode/40/3144) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18](https://www.govinfo.gov/link/uscode/18/1001)

[U.S.C. 1001.](https://www.govinfo.gov/link/uscode/18/1001)

* + 1. **Anti-retaliation**. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
1. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](https://www.ecfr.gov/current/title-29/part-1) or [3;](https://www.ecfr.gov/current/title-29/part-3)
2. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](https://www.ecfr.gov/current/title-29/part-1) or [3;](https://www.ecfr.gov/current/title-29/part-3)
3. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](https://www.ecfr.gov/current/title-29/part-1) or [3;](https://www.ecfr.gov/current/title-29/part-3) or
4. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](https://www.ecfr.gov/current/title-29/part-1) or [3.](https://www.ecfr.gov/current/title-29/part-3)
	1. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of

$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

* + 1. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.
		2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)\* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

\* $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

* + 1. **Withholding for unpaid wages and liquidated damages**
1. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.
2. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:
	1. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
	2. A contracting agency for its reprocurement costs;
	3. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
	4. A contractor's assignee(s);
	5. A contractor's successor(s); or
	6. A claim asserted under the Prompt Payment Act, [31](https://www.govinfo.gov/link/uscode/31/3901)

[U.S.C. 3901](https://www.govinfo.gov/link/uscode/31/3901)–3907.

* + 1. **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower- tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

* + 1. **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
1. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
2. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
3. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
4. Informing any other person about their rights under CWHSSA or this part.
	1. **SUBLETTING OR ASSIGNING THE CONTRACT**

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

* + 1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
1. The term “perform work with its own organization” in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)
	1. the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
	2. the prime contractor remains responsible for the quality of the work of the leased employees;
	3. the prime contractor retains all power to accept or exclude individual employees from work on the project; and
	4. the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
2. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.
	* 1. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
		2. Pursuant to 23 CFR 635.116(c), the contractor shall furnish

(a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

* + 1. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long- standing interpretation of 23 CFR 635.116).
		2. The 30-percent self-performance requirement of paragraph

(1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

* 1. **SAFETY: ACCIDENT PREVENTION**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

* + 1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.
		2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

* + 1. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).
	1. **FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal- aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

* 1. **IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT** (42 U.S.C. 7606; 2

CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

* 1. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and

1200.220.

* + 1. **Instructions for Certification – First Tier Participants:**
1. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
2. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.
4. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
6. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.
7. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR

180.220 and 180.300.

1. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website [(https://www.sam.gov/)](https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.
2. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
3. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

\* \* \* \* \*

* + 1. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**
1. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
	1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.
	2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;
	3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and
	4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).
	5. Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and
	6. Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).
2. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

\* \* \* \* \*

* + 1. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

1. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.
2. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
3. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.
4. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.
5. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website [(https://www.sam.gov/)](https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
7. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

\* \* \* \* \*

* + 1. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**
1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:
	1. is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;
	2. is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and
	3. is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

\* \* \* \* \*

* 1. **CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed

$100,000. 49 CFR Part 20, App. A.

* + 1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

* + 1. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31

U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than

$10,000 and not more than $100,000 for each such failure.

* + 1. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.
	1. **USE OF UNITED STATES-FLAG VESSELS:**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR

381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.
2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS**

**ROAD CONTRACTS** (23 CFR 633, Subpart B, Appendix B) This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

* 1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:
		1. To the extent that qualified persons regularly residing in the area are not available.
		2. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
		3. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.
	2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.
	3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.
	4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.
	5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.
	6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

**APPENDIX J**

**State of Maine**

**Department of Transportation**

**SAMPLE PTMS VEHICLE EVALUATION SUMMARY FORM**

**RFP# 202402044**

**Transit Asset Management Software as a Service**

The figure below displays the PTMS form that is currently used to collect transit vehicle inventory and condition data. The form supports the development of State of Good Repair report, TAM Plan and is a basis for NTD reporting.

PTMS Vehicle Evaluation Summary Form FY 2022 (Sample)

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| 1-A | Agency | **Penquis** | **Penquis** | **Penquis** | **WMTS** | **WMTS** |
| 1-B | County (Primary or Home Base) | Penobscot | Penobscot | Penobscot | Androscoggin | Androscoggin |
| 1-C | Revenue Service Vehicle | Yes | Yes | Yes | Yes | No |
| 2 | VIN | 1FDEE4FL8GDC23322 | 2C7WDGBG4FR541958 | 1FDVU4X8XLKB53566 | 4UZ6CFAA81CH41359 | 1GDJK34618E207456 |
| 3 | Fleet # | 8 | 33 | 47 | 20 | 75 |
| 4 | Plate Number | 2B-2797 | 8466XP | 264YN | 9429 BUS |   |
| 5 | Status \* | Active | Active | Active | Active | Active |
| 6-A | Funding - Primary Category \* | Federal | Federal | Federal  | Local | Federal |
| 6-B | CSN Contract Number | 35002 | 29950 | 41742 | N/A | N/A |
| 7-A | Vehicle Type \* | LDB | V | V | MHDB | SERVICE TRUCK |
| 7-B | Useful Life in Years | 5 | 4 | 4 | 10 | 4 |
| 7-C | Useful Life in Miles | 150,000 | 100,000 | 100,000 | 350,000 | 150,000 |
| 8 | NTD Category \* | Cutaway | Minivan | Van | Bus | Service |
| 9 | Make, Model | Ford Champion | Braun Entervan | Ford Transit  | Freightliner Thomas | GMC 3500HD |
| 10 | Year | 2016 | 2015 | 2020 | 2001 | 2008 |
| 11 | Date Purchased | 6/27/2016 | 8/13/2015 | 5/20/2021 | 10/28/2016 | 9/10/2008 |
| 12 | Fuel Type\* | Gasoline | Gasoline | Gasoline | Diesel | Diesel |
| 13 | Fuel Use – 12 months (Gallons) | 152.77 | 770.16 | 1847.63 | 280 | 183 |
| 14 | Mileage | 79,112 | 647,740 | 28,291 | 139,955 | 68,374 |
| 15 | 12-month Mileage | 28 | 14,058 | 26,001 | 2,115 | 1446 |
| 16 | Repair Cost - 12 months | $2,320.00  | $3,822.65  | $26,162.77  | $4,759.45  | $16,947.07  |
| 17 | Repair frequency - 12 months\* |   |   |   |   |   |
| 17-A | Routine Preventive Maintenance | 1 | 3 | 5 | 0 | 1 |
|   | PM Interval Calculation | 28 | 4686 | 5200 | Not Able to Calculate | 1446 |
| 17-B | Minor Maintenance | 0 | 11 | 9 | 3 | 1 |
|   | 17-B Minor Maintenance SGR Scale | 5 | 1 | 1 | 3 | 4 |
| 17-C | Major Maintenance | 0 | 0 | 0 | 0 | 0 |
|   | 17-C Major Maintenance SGR Scale | 5 | 5 | 5 | 5 | 5 |
| 17-D | SGR Maint. Scale Average | 5.00 | 3.00 | 3.00 | 4.00 | 4.50 |
| 18-A | Vehicle appearance - interior | FAIR | FAIR | EXCELLENT | POOR | FAIR |
|   | 18-A Interior SGR Scale | 2 | 2 | 5 | 1 | 2 |
| 18-B | Vehicle appearance - exterior | FAIR | FAIR | EXCELLENT | FAIR | FAIR |
|   | 18-B Exterior SGR Scale | 2 | 2 | 5 | 2 | 2 |
| 18-C | SGR Appearance Scale | 2.00 | 2.00 | 5.00 | 1.50 | 2.00 |
| 19 | Condition SGR | 3.50 | 2.50 | 4.00 | 2.75 | 3.25 |
| 20 | Useful Life in Years SGR | 3.00 | 1.00 | 4.00 | 1.00 | 1.00 |
| 21 | Useful Life in Miles SGR | 4.00 | 4.00 | 4.00 | 4.00 | 5.00 |
| 22 | Average SGR | 3.50 | 2.50 | 4.00 | 2.60 | 3.10 |
| 23 | ADA Accessibility: Yes, No, N/A | Lift | Ramp | Ramp | Lift | N/A |
| 24 | Type of fare collection system  | Fare Collection Holder | Fare Collection Holder | Fare Collection Holder | None | N/A |
| 25 | Date of Inspection | 7/7/2022 | 7/7/2022 | 7/7/2022 | 7/13/2022 | 07.13.22 |
| 26 | Person Inspected Vehicle for Report |   |   |   |   |   |
| 27 | Disposal Information if pending |   |   |   |   |   |
| 28 | Major Repair Category (if applicable) |   |   |   |   |   |
| 29 | Possible Grant to Replace |   |   |   |   |   |
| 30 | Additional Comments |   |   |   |   |   |
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**APPENDIX K**

**State of Maine**

**Department of Transportation**

**LIST OF DEPARTMENTAL ASSET DATA FIELDS**

**RFP# 202402044**

**Transit Asset Management Software as a Service**

|  |  |
| --- | --- |
| **Field** | **Description** |
| Revenue Service Vehicle | Indicates revenue service vs. other service |
| Vendor | The party that a vehicle was bought from. |
| Status | Indicates whether the vehicle active, inactive, spare, or disposed. |
| Chassis Manufacturer |  |
| Body Manufacturer |  |
| Fuel Type |  |
| Inspector | MaineDOT Inspector to accept the delivery. |
| Funding | Displays the primary funding source such as the federal, state, or local. |
| CSN Contract Number | Contract Information includes the Department’s contract number (5 digits) for Vehicle Cost Sharing Agreement, original lease, and Title Transfer Agreement.  |
| Purchase or lease | Vehicle Cost Sharing Agreement (VCSA) vs. lease- how a vehicle was purchased. |
| Transfer | Indicates if a vehicle was transferred from a different provider.  |
| Prior lease CSN Number | When MaineDOT transferred the vehicle titles to each transit provider and closed the leases, it set up a Vehicle Title Transfer Agreement listing all of those vehicles. The prior lease CSN Number shows the original funding with the sources and the amounts of the original purchase.  |
| Replacement Cost | The cost to replace vehicles at the end of their useful life or at any point in time. Calculated field.  |
| Funding Type/Source | The federal funding source can be 5309, 5310, 5311, 5339, 5307 or any other ones that come up for each grant used in a vehicle purchase. |
| PIN/WIN  | Project Identification Number.  |
| State funding percent |  |
| Local funding percent |  |
| Date Title Received  |  |
| Purchase Order/Delivery Order | Vehicle order number |
| BPO/DO Date | Order date |
| Vehicle Possession Date | The date that MaineDOT and transit provider sign for acceptance of the vehicle when delivered to the transit provider. |
| FA number (if state asset) | Fixed Assets number that MaineDOT assigns to vehicles it owns.  |
| Additional Comments |  |