TRANSPORTATION AUTHORITY OF CALHOUN COUNTY (TACC)

RIDE CALHOUN

REQUEST FOR PROPOSAL (RFP) #03-2026:

NEXT GENERATION TRANSIT FACILITY PLAN

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2.0 INTRODUCTION

The Transportation Authority of Calhoun County (TACC) is seeking proposals from qualified firms to conduct planning work to prepare for the replacement of existing TACC Operations, Maintenance, and Administrative facilities. The key planning tasks include establishing future facility needs; identifying potential sites for a new Operations, Maintenance, and Administrative Facility (OMA Facility), developing conceptual site/facility design; and developing a financial plan, including a benefit cost analysis, to complete the project. When complete, the *Transportation Authority of Calhoun County Next Generation Facility Plan* will provide a blueprint for staff to follow, from property acquisition to grant readiness to construction of the facility. The selected Contractor will work with TACC staff and the public to develop the plan, incorporate community input, and present the final plan to the TACC Board of Directors.

3.0 BACKGROUND

The Calhoun County Board of Commissioners created the Transportation Authority of Calhoun County (TACC) in September 2023. In November 2024, voters approved a dedicated public transportation millage to expand and enhance transit services in Calhoun County. The TACC currently serves the cities of Albion, Battle Creek, Marshall, and Springfield. Services were previously provided by the cities of Battle Creek and Marshall separately. The TACC became the designated recipient of State and Federal funding on October 1, 2025.

The TACC operates fixed route (RC MAX), paratransit (RC MOVE), and demand-responsive services (RC FLEX). Fixed route and paratransit services are limited to the cities of Battle Creek and Springfield, while all four cities may access demand responsive services. Only two of the four cities border each other, while the other cities (and possible future townships) are spread throughout the County. The vehicle fleet consists of 25 revenue vehicles, with expected growth up to 45 vehicles over the next several years. Vehicle types vary from large, fixed route buses, to small on-demand minivans, as well as administrative vehicles, maintenance vehicles, and shop equipment.

The TACC repairs and maintains all of its own vehicles and equipment, including major repairs and overhauls, tire mounting, welding, bodywork, and fabrication. Additionally, TACC maintenance staff complete facility maintenance including minor repairs, preventive maintenance, snow removal, and grounds keeping. All tools, equipment, parts, and machinery are maintained and stored on TACC property.

The existing Operations Facility is an aging, primarily metal structure situated upon a hundred year-old foundation. This facility is approximately 3,500 square feet and includes male and female locker rooms, a break room, mechanical room, dispatch office, supervisor office, lobby/waiting area, front desk/reception, and four manager spaces.

The existing Maintenance Facility is a roughly 10,000 square foot metal fabricated "pole barn" style building, detached from the Storage, and Operations facilities. The Maintenance Facility includes five work bays, a wash bay, parts storage, tire storage, a locker room, conference room, inventory/supply room, janitorial closet, and office space.

The existing Storage Facility is a roughly 17,000 square foot metal fabricated "pole barn" style building, detached from the Maintenance and Operations facilities. This facility includes four (4) drive-thru bays for vehicle storage, as well as a janitorial closet and bathroom.

The TACC currently leases space for Administrative/Executive staff, due to space limitations within the existing Operations Facility. Additionally, the TACC leases a "satellite" space in Marshall, which includes an office for scheduling staff, a supervisor, a manager, and storage space for up to six vehicles.

Due to growth of the transit system over the past several years, space for employees, vehicles, and equipment has become limited. Employee parking, for example, is at maximum capacity with 41 employees and only 39 parking spaces. Vehicle storage has also reached capacity, at times requiring vehicles to be stored in the Maintenance Facility bays and/or wash bay. Most importantly, within the existing Maintenance Facility, is the lack of adequate space to maintain a mixed fleet of vehicles. Maintenance bays, for example, were built to accommodate 29-35 foot buses; however, the RC MAX fleet consists of primarily 35-40 foot buses, and existing hoists and vehicle lifts are not designed for use with lighter duty vehicles like minivans or full size vans.

It should be noted that current Maintenance and Storage facilities do not meet minimum standards for maintaining alternative fuel vehicles such as Compressed Natural Gas (CNG), Propane (LP), or Electric Vehicles (EV).

In addition to these primary locations, the TACC also maintains a fixed route transfer center, approximately 1 mile from the current facilities. This transfer center is a basic, sawtooth design with five bus shelters. The transfer center is also conveniently located across the street from the passenger rail (Amtrak) and intercity bus (Greyhound/Indian Trails) station. This station, although not ideal, provides a space for bus operators to use the bathroom, and for passengers to wait indoors between fixed route transfers.

4.0 SCOPE OF WORK

The *Transportation Authority of Calhoun County Next Generation Facility Plan* will:

- Conduct a short term (10 year) and long term (30 year) facility needs assessment;
- Select and rank suitable candidate sites for the transit facility;
- Develop preliminary site and building design for the future construction of that facility; and,
- Develop a funding plan to complete the envisioned facility project, including a benefit cost analysis.

The *Next Generation Facility Plan* should address each of the below focus areas:

- **Improve Multimodal Mobility and Accessibility for All**: Expand the modal choices and connectivity to meet future transportation demands, including connection or inclusion of passenger rail and intercity bus.
- **Improve Safety and Security:** Ensure the safety and security of employees, passengers, and the public.
- **Practice Environmental Stewardship:** Include designs and elements that protect the environment, wildlife, historical, and cultural assets.

Additionally, the *Next Generation Facility Plan* should meet each of the TACC's service and planning goals:

- Increase the safety and security of the transportation system for motorized and non-motorized users.
- Increase accessibility and mobility for the community.
- Enhance the integrations and connectivity of the transportation system, across and between modes.
- Promote efficient system management and operations.
- Build community connections and partnerships and foster economic competitiveness by intersecting place-making and mobility.

The *Transportation Authority of Calhoun County Next Generation Facility Plan* should consider optimal facility needs for service across a multijurisdictional area, noting that these areas are separated by large distances (i.e. Albion, Marshall). The Plan should determine the need, and potential location(s) for satellite facilities, and functional ability at each location. The Plan should also consider use of existing facilities and properties versus construction of a new facility. This Plan will be included in future grant applications (i.e. BUILD/RAISE) as demonstration of preparedness for large facility grant awards.

5.0 PROCUREMENT SCHEDULE AND TASKS

5.1 SCHEDULE

RFP MILESTONES	DATE
Date Issued:	May 27, 2026
Deadline for Questions Regarding this RFP	June 10, 2026, 5:00 p.m. EST
Answers to Questions Posted on Website	June 12, 2026
Proposals Due	June 30, 2026, 5:00 p.m. EST
Contract Award	August 15, 2026
Project Completion	December 31, 2026

5.2 PROJECT TASKS

5.2.1 KICK OFF MEETING

After contract award, the selected Contractor and the TACC will meet to review the project objectives, scope of work, deliverables, and discuss required procedures including contracting, invoicing, quarterly reporting, and project timeline. This meeting will also define project roles and share expectations.

5.2.2 INVOICING AND REPORTING

The assigned project manager shall prepare quarterly reports to communicate progress or any obstacles, delays, or issues to TACC staff. A net-30 invoice shall be sent after completion of the project, no later than January 30, 2027. All invoices must be dated before end of project completion date.

5.2.3 DEFINE FACILITY NEEDS

The Contractor shall conduct meetings, observations, investigations, and necessary outside research to clearly understand and define the future needs of the transit system. This includes allocation of office space, training space, employee break areas, maintenance bays, employee/visitor parking, customer counter, public space, etc. The plan should also determine space needed for revenue and non-revenue fleet parking and site circulation.

The plan should analyze future transit trends and projections to foresee related space needs for operation, fueling, and administration of future alternative mobility options.

5.2.4 IDENTIFY POTENTIAL SITES

The Contractor shall define the ideal geographic location(s) of the facility(ies) within the TACC service area and near key transit/multi-modal centers to minimize deadhead miles and reduce operating inefficiencies. The Proposer will identify potential sites (vacant, underutilized, or publicly owned) that meet minimum acreage with adequate access for buses, transit users, and pedestrians. The proposer shall identify an "ideal" site, along with at least two other possible alternate sites, not including any "satellite" locations outside of the city of Battle Creek. This site listing should identify the "pros" and "cons" for each site as well as a preliminary score for each site based on a generated list of criteria.

5.2.5 CONCEPTUAL FACILITY AND SITE DESIGN

The Contractor shall present potential architectural design options that meet the functional needs of the TACC system and is appropriate for the context of the location. TACC would prefer to have one main location in Battle Creek that would be a larger and more robust facility to manage passengers, fixed routes, and paratransit and on-demand services, and a "satellite" location that is closer to Albion/Marshall that houses some employees and smaller vehicle storage. The Contractor shall incorporate public and staff feedback into these conceptual facility designs. The design should identify building characteristics that address the project goals and focus areas as stated in section 4.0. The Contractor shall identify building characteristics that increase efficiency, safety, and resiliency with reduced maintenance costs as well as identification of key characteristics that increase the aesthetics, functionality, and create a healthy work environment for all employees. Additionally, the Contractor shall identify how the facility addresses evolving and resilient fueling infrastructure, emergency preparedness, and continuity of operations. The conceptual layouts should include administration offices, maintenance and operations facilities, fueling infrastructure, parking, site circulation, designated passenger areas, and any leased or incidentally used space (i.e. concessions).

5.2.6 FINANCIAL PLAN

The Contractor shall generate cost estimates for the top three facility sites with estimated price ranges for potential options such as fueling stations and power storage. These cost estimates should also include estimated costs to maintain the facilities and expected replacement and maintenance schedules for major systems (i.e. overhead doors, washbays, hoists, etc). The Contractor shall provide a Benefit Cost Analysis comparable to what is required under the Better Utilizing Investments to Leverage Development (BUILD) Grant Program, as this document will be included in future BUILD/RAISE grant applications. The Contractor should identify potential funding sources, including sources that may be able to fund a portion or specific part of the overall project. The Contractor, as part of a final working paper, shall

generate a budget and funding plan for the Facility. The budget must identify the phases, work items, and necessary cash flow by year.

5.2.7 PLAN DEVELOPMENT AND PRESENTATION

The Contractor shall incorporate all deliverables into a working paper to be circulated for review by TACC staff and project steering committee. This working paper shall include:

- List of desired facility and site parameters for the new facility
- List of potential adequately sized and geographically advantageous sites
- List of potential risks and adaptation strategies by site
- Conceptual facility and site design
- Financial plan and cost estimates; including Benefit Cost Analysis
- Contractor/Consultant recommendation(s)

The Contractor/Consultant shall present the draft plan to the TACC Board of Directors for review and acceptance. The Final plan shall meet all accessible standards (WCAG) to be shared via the RideCalhoun.org website and a copy provided to the TACC.

6.0 INSTRUCTIONS TO PROPOSERS

6.1 GENERAL

All proposals will be controlled by the Terms and Conditions contained herein. Contractor terms and conditions that may be included as a part of other documents submitted as part of the proposal are waived and will have no effect either on the proposal, or any contract which may be awarded as a result of the proposal when in conflict with those of this document. The attachment of any other terms and conditions may be grounds for rejection of the proposal. Appendix E contains a sample of the Third Party Contract agreement (MDOT Form 5634), which includes standard terms and conditions, that the selected firm will be expected to sign to bind the agreement.

The proposal shall provide all information necessary for the TACC to evaluate the qualifications, experience, and expertise of the proposing firm to provide the services detailed in the Scope of Work. The proposal should present an understanding of the work to be performed and should demonstrate and provide evidence that the Proposer has the capabilities, professional expertise, and experience to provide the necessary services as described in this RFP. The proposal shall be signed by an authorized representative of the Proposer.

6.2 SUBMISSION

All proposals must be delivered and received on or before 5:00pm on Tuesday, June 30, 2026 to swedl@ridecalhoun.org. Proposals should be sent in a single, accessible, searchable, PDF file and shall contain all required documents as outlined in section 6.0. Failure to include all required documents will result in the proposal being deemed unresponsive. Proposals must remain valid for 120 days from the proposal due date.

6.3 REQUIRED PROPOSAL CONTENTS

To be considered responsive, proposals must include the following components, at a minimum:

6.3.1 FORMS TO REVIEW, COMPLETE, AND SIGN

- Appendix A: Transmittal Cover Page
- Appendix B: Cost Proposal
- Appendix C: Certification of Compliance with Federal Clauses (MDOT Form 3139), *required only if the bid value is equal to or less than $100,000*. If the bid value is greater than $100,000, the third-party contract executed with the selected firm will address compliance with federal clauses.
- Appendix D: Federal Contract Clauses for Professional and A & E Less Than $350,000 (MDOT Form 3168)

6.3.2 TECHNICAL APPROACH/DELIVERABLES

Provide an original, detailed description of the level of work to be performed including, but not limited to, the Scope of Work described herein. Technical factors including methods for needs assessment, site selection, vulnerability assessment, resiliency planning, facility and site design, and financial plan should be explained sufficiently to support meaningful comparison and discrimination between competing proposals.

6.3.3 COMPANY PROFILE, KEY PERSONNEL, AND PREVIOUS PERFORMANCE

Provide representation as to the type of business the proposer/firm is (individual, partnership, sole proprietor, etc.). Also include representation as to the DBE status of the proposer/firm.

TACC considers the qualifications, experience and past performance of key personnel and subcontractors that will perform major or critical aspects of the work as a key indicator of a proposer's ability to perform the contract successfully. Provide the names and profiles of the staff to be assigned as well as project descriptions and client contact information for at least three (3) relevant contracts, recently completed by your firm, requiring efforts similar to those

of this project. Proposers are encouraged to provide information on problems encountered with the identified contracts and corrective measures taken.

Provide documentation showing the Contractor is not debarred in SAM.gov federal system. To fulfill this requirement, submit a screenshot showing a search, or searches, for Contractor official name(s), selecting "all words" and search results that should show either (1) "No matches found" or (2) a green "Entity" indicator box at the top of the Contractor entry in SAM.gov, both of which indicates the Contractor is not on the federal debarred or suspended list.

6.3.4 PROJECT SCHEDULE

The contractor shall provide a detailed schedule for the work and anticipated completion dates of each major phase/milestone. Due to grant fund expiration, this project must be completed/not incur any expenses after December 31, 2026. The proposer must include a project schedule that adheres to this timeline and should reflect your firm's capacity to complete the tasks in the proposal.

6.3.5 COST PROPOSAL

Provide a detailed cost breakdown of all labor necessary for the delivery of this project, including personnel assigned, cost per task, and total cost. A sample cost proposal sheet is included as Appendix B. The project has a not to exceed budget of $150,000.

6.3.6 SUB-CONTRACTORS

Provide names, addresses, and descriptions of sub-contractors to be employed in the delivery of the project. Any subcontract in excess of $25,000 entered into as a result of this solicitation must contain all of the applicable provisions of the primary agreement. Clearly indicate if no sub-contractors are to be used.

6.3.7 INSURANCE CERTIFICATIONS

Provide proof of insurance as required in the Terms and Conditions section.

6.4 SINGLE PROPOSAL RESPONSE

If only one proposal is received in response to this RFP, a sample of three (3) proposals, if available, awarded to the proposer within the last two (2) years may be requested by the TACC. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.

6.5 PUBLIC DISCLOSURE OF PROPOSALS

TACC is subject to the Freedom of Information Act (FOIA). Therefore, the contents of this RFP and the Contractor's proposal submitted in response to this RFP shall be considered public documents and are subject to the FOIA statutes. As such, all proposals submitted to TACC will be available for inspection and copying by the public after the selection process has concluded. There are, however, various items that may be exempt under public disclosure laws.

If any proprietary, privileged, or confidential information or data is included in the Contractor's proposal, each page that contains this information or data should be marked as such (e.g., "Proprietary," "Confidential," "Business Secret," or "Competition Sensitive") in order to indicate your claims to an exemption provided in FOIA. It is TACC's sole right and responsibility, however, to make the determination whether these items are exempt or not exempt under the FOIA statutes. All data, documentation and innovations developed as a result of these contractual services shall become the property of TACC.

6.6 CONTRACT TERM

The term of any Contract arising from this RFP shall begin with execution of the agreement through December 31, 2026. TACC reserves the right to extend the term of any Contract resulting from this RFP. Any extension will be in writing. The sum of the initial Contract and any extensions shall not exceed five years.

6.7 CONTRACT AWARD

Contract award will occur when TACC signs the Contract. No other act of TACC shall constitute Contract award. The Contract will establish the Contract value and incorporate the terms of this document and all included Terms and Conditions documents but will not be the authorization for the Contractor to proceed.

6.8 EXECUTION OF CONTRACT AND NOTICE TO PROCEED

Upon authorization by TACC's Board of Directors, or designee, a Contract will be issued. The Proposer to whom TACC intends to award the Contract shall sign the Contract and return it to TACC. Upon receipt by TACC of any required documentation and submittals from Contractor, a Notice to Proceed may be issued, if appropriate. A Purchase Order, if appropriate, may serve as the Notice to Proceed.

7.0 EVALUATION

7.1 GENERAL

Proposals shall be prepared in accordance with the requirements contained in this RFP. TACC reserves the right, in its sole and exclusive discretion, to reject any or all proposals on the basis of responsiveness and/or cost; to award this contract to a single overall contractor/firm on all items; or, to make an award on the basis of individual tasks/deliverables or groups of tasks/deliverables, whichever shall be considered to be the best value to TACC. Award may be made on the basis of the initial proposals submitted without any negotiations or discussion.

TACC shall evaluate all proposals using the factors listed below and shall select the proposal that represents, in the sole opinion of TACC, the "best value" to TACC. Pursuant to applicable purchasing guidelines, TACC will make an award to the responsible Proposer(s) whose proposal is most advantageous to TACC with price and other factors considered. Accordingly, TACC may not necessarily make an award to the proposer with the highest technical ranking nor award to the proposer with the lowest price proposal if doing so would not be in the overall best interest of TACC. Proposals will be evaluated in the order of importance listed below (7.2-7.6).

7.2 RESPONSIVENESS/OVERALL PROPOSAL QUALITY

TACC will assess the relative quality of the submitted proposals based on the completeness and quality of the written proposal and a demonstrated understanding of the requirements of the project. If the proposal does not conform in all material aspects to the requirements of this solicitation at the time of submission, or requires further clarification/discussions with the proposer, the proposal may be considered unresponsive.

7.3 TECHNICAL APPROACH

Technical factors regarding the specific methods proposed to be used by the Proposer will be considered and they must be tailored to the specific requirements of this RFP. Technical factors should be explained sufficiently to support meaningful comparison and discrimination between competing proposals.

7.4 QUALIFICATIONS, EXPERIENCE & PAST PERFORMANCE OF THE PROPOSER

Proposer will be evaluated on their qualifications and experience in the successful delivery of similar projects. TACC will contact references to verify accuracy and ascertain the proposer's record in meeting delivery schedules and responsiveness to customer issues.

7.5 PRICE

Proposed prices will be scored using the formula: lowest proposal price divided by the price of the proposal being evaluated x allotted points. Proposers are to provide detailed cost breakdown of all applicable labor rates and hours (per work element or task), any applicable production costs and sub-contractor costs for the completion of the Scope of Work contained herein. A sample price proposal form is included in Appendix B.

7.6 PRESENTATIONS/INTERVIEWS (IF NECESSARY)

Award may be made on the basis of initial proposals submitted without any interviews, negotiations or discussions. If deemed necessary, proposals within the competitive scoring range may be asked to provide a virtual presentation in support of their proposal to TACC's selection committee members. Proposers are encouraged to prepare a presentation which demonstrates their understanding of the required scope of work for this project, experience and qualifications of assigned staff, and the proposed management plan/schedule. To the extent possible, key personnel should be available during the presentation for relevant questions to determine the depth of their knowledge in critical areas. TACC will not be contractually bound by oral discussions during the evaluation process. The original scoring of evaluation criteria may be modified based on the interview results.

8.0 TERMS AND CONDITIONS

8.1 INSTRUCTIONS TO PROPOSERS

8.1.1 PROPOSALS

Proposals must be submitted as directed in section 6, above. Questions and requests for amendment may be submitted up to the date specified in section 5, above. Responses shall be shared with all prospective proposers. Prospective proposers are reminded that any changes to the RFP shall be by written addenda only.

Questions and requests for amendment must be submitted to swedl@ridecalhoun.org.

All correspondence, communication, and contact in regard to any aspect of this solicitation or offers shall be only with the Contracting Officer identified above. Unless otherwise instructed by the Contracting Officer, proposers and their representatives shall not make any contact with or communicate with any member of the Agency, or its employees and consultants, other than the designated Contracting Officer, in regard to any aspect of this solicitation or offers. Violation of this limitation may lead to disqualification of the violating company.

8.1.2 ADDENDA TO THE RFP

The Agency reserves the right to amend this RFP at any time. Any amendments to the RFP shall be described in written addenda. Notification of or the addenda shall be distributed to all such prospective Proposers officially known to have received the RFP. Failure of any prospective proposer to receive the notification or addenda shall not relieve the Proposer from any obligation under the RFP therein. All addenda issued shall become part of the RFP. Prospective Proposers shall acknowledge the receipt of each individual addendum in their Proposals on the form Acknowledgement of Addenda. Failure to acknowledge in the Proposal receipt of addenda may at the Agency's sole option disqualify the Proposal.

If the Agency determines that the addenda may require significant changes in the preparation of Proposals, the deadline for submitting the Proposals may be postponed by the number of days that the Agency determines shall allow Proposers sufficient time to revise their Proposals. Any new Due Date shall be included in the addenda.

8.1.3 CONDITIONS, EXCEPTIONS, RESERVATIONS, OR UNDERSTANDINGS

Proposers are cautioned to limit exceptions, conditions and limitations to the provisions of this RFP, as they may be determined to be so fundamental as to cause rejection of the Proposal for not responding to the requirements of the RFP.

8.1.4 PROTEST PROCEDURES

TACC maintains written procedures that must be followed for all Proposer protests. Proposer protest procedures are available by contacting the Grant and Procurement Manager at swedl@ridecalhoun.org. Failure to comply with any of the requirements set forth in TACC's written Proposer protest procedures may result in the rejection of the protest.

Protests related to the technical scope or specification, terms, conditions, or form of a solicitation must be received no later than ten (10) working days prior to the date established for receipt of Proposals. If the protest addresses an amendment to the solicitation, it must be received no later than ten (10) working days prior to the date established for receipt of Proposals or five (5) working days after the date of issuance of the amendment, whichever is later. A written decision specifying the grounds for sustaining all or part of or for denying the protest will be transmitted to the protestor prior to the receipt of Proposals in a manner that provides verification of receipt. A notice of the decision shall be provided to all parties given notice of the protest and posted to ridecalhoun.org.

Protests related to the recommendation for Contract award shall be submitted in writing and must be received by TACC within five (5) calendar days after the date such notification is publicly posted or sent to the Proposers, whichever is earlier. A written decision stating the

grounds for allowing or denying the protest will be transmitted to the protestor and the Proposer recommended for award in a manner that provides verification of receipt.

A protest decision should ordinarily be written and published within ten (10) working days of receipt of the protest. The Grant and Procurement Manager may extend the response period if additional time is required to gather and evaluate information necessary for the decision or for other good causes. A protestor may file a protest with the FTA only after exhausting all administrative remedies provided by TACC, on the basis described in FTA Circular 4220.1G.

8.1.5 PROPRIETARY AND CONFIDENTIAL INFORMATION

Proposers are directed to clearly identify any information it deems to be proprietary or confidential in nature in a separate marked file. If there is no confidential information, then the Proposer should include a statement to that effect. The Proprietary and Confidential Information package shall be submitted in accordance with the terms and conditions governing the submittal of proposer's Proposal to this RFP. Blanket-type identification by designating whole pages or sections as containing proprietary information, trade secrets or confidential commercial and financial information shall not ensure confidentiality. The specific proprietary information, trade secrets or confidential commercial and financial information must be clearly identified as such.

Proposers are advised that the Agency is public and as such may be subject to certain state and/or local Public Records Act provisions regarding the release of information concerning this RFP. If a request is received by the Agency for the release of Proposer's propriety/confidential information, subject request shall be referred to the Proposer for review and consideration. Proposer must respond within ten (10) business days. Failure to respond within the allowed period shall be deemed an approval to release. The Proposer shall defend, indemnify, and hold harmless the Agency, it employees, Board Members, and agents in any proceeding to protect such information; otherwise, the requested information may be released.

The Agency shall employ sound business practices no less diligent than those used for the Agency's own confidential information to protect the confidence of all licensed technology, software, documentation, drawings, schematics, manuals, data and other information and material provided by Proposers and the Contractor pursuant to the Contract that contain confidential commercial or financial information, trade secrets or proprietary information as defined in or pursuant to the state law against disclosure of such information and material to third parties, except as permitted by the Contract.

8.1.6 SIGNING OF PROPOSAL FORMS

Proposals shall include firm name (and, in the event that the Proposer is a joint venture, the names of the individual firms comprising the joint venture); business address; and the name, title and business address of the responsible individual(s) with their telephone numbers and email address who may be contacted during the Proposal evaluation period for scheduling oral presentations and for receiving notices from the Agency. The proposer shall submit with their Proposal a copy of the joint venture agreement.

Proposals shall be signed by those individual(s) authorized to bind the proposer. In the event the Proposer is a joint venture or consortium, a representative of each of the members of the joint venture or consortium shall execute the Proposal. Each joint venture or consortium member is jointly and severally liable for the joint venture or consortium.

8.1.7 MODIFICATION OR WITHDRAWAL OF PROPOSALS

A modification of a Proposal already received shall be accepted by the Agency only if the modification is received prior to the proposal due date, is specifically requested by the Agency, or is made with a requested “Best and Final Offer” (BAFO). All modifications shall be made in writing and executed and submitted in the same form and manner as the original Proposal.

A Proposer may withdraw a Proposal already received prior to the proposal due date by submitting to the Agency, in the same manner as the original Proposal, a written request for withdrawal executed by the Proposer’s authorized representative. After the proposal due date, a Proposal may be withdrawn only if the Agency fails to award the Contract within the Proposal validity period prescribed in section 4, above. The withdrawal of a Proposal does not prejudice the right of a Proposer to submit another Proposal within the time set for receipt of Proposals.

8.1.8 COST OF PROPOSAL DEVELOPMENT

This RFP does not commit the Agency to enter into a Contract, to pay any costs incurred in the preparation or presentation of a Proposal, or to procure or contract for the equipment.

8.1.9 PROPOSAL EVALUATION, NEGOTIATION, AND SELECTION

Proposals shall be evaluated, negotiated, selected and any award made in accordance with the criteria and procedures described in the RFP. Proposals will be evaluated by at least two evaluators. The approach and procedures are those that are applicable to a competitive negotiated procurement whereby Proposals are evaluated to determine which Proposals are within a Competitive Range. Discussions and negotiations may then be carried out with Proposers within the Competitive Range, after which BAFOs may be requested.

However, the Agency may select a Proposal for award without any discussions or negotiations or request for any BAFOs. Thus, the initial proposal should represent the "best offer." Moreover, the Agency retains the right to cancel this RFP at any time before or after receipt of proposals.

8.1.10 RESPONSIBILITY OF PROPOSERS

The Agency anticipates awarding a contract to the responsive, responsible proposer offering the best value to the Agency. Award may be made to other than the lowest price proposal if the Agency deems a higher priced proposal more advantageous after evaluation.

8.1.11 AGENCY RIGHTS

The Agency reserves the right to cancel the procurement in whole or in part, at its sole discretion, at any time before the Contract is fully executed and approved on behalf of the Agency.

The Agency reserves the right to reject any or all Proposals, to undertake discussions with one or more Proposers, and to accept that Proposal or modified Proposal which, in its judgment, shall be most advantageous to the Agency, considering price and other evaluation criteria. The Agency reserves the right to determine any specific Proposal that is conditional or not prepared in accordance with the instructions and requirements of this RFP to be nonresponsive. The Agency reserves the right to waive any Defects, or minor informalities or irregularities in any Proposal which do not materially affect the Proposal or prejudice other Proposers.

If there is any evidence indicating that two or more proposers are in collusion to restrict competition or are otherwise engaged in anti-competitive practices, the Proposals of all such Proposers shall be rejected, and such evidence may be a cause for disqualification of the participants in any future solicitations undertaken by the Agency.

The Agency may reject a Proposal that includes unacceptable Deviations.

8.1.12 CONFLICTS OF INTEREST AND GRATUITIES

Proposers are prohibited from engaging in any practice that may be considered as a conflict of interests under existing Agency policies and/or state law, and to refrain from participating in any gifts, favors or other forms of compensation that may be viewed as a gratuity in accordance with existing policies and laws.

8.2 GENERAL CONDITIONS

8.2.1 DEFINITIONS

Agency: Transportation Authority of Calhoun County (TACC).

Authorized Signer: The person who is executing this Contract on behalf of the Contractor and who is authorized to bind the Contractor.

Best and Final Offer (BAFO): The last Proposal made by a Proposer. If a BAFO is not specifically requested by the Agency, or if the Proposer does not promptly respond to a request for BAFO, then the most recent, current Proposal is the BAFO.

Competitive Range: The range of proposals that are identified as reasonably able to win the resulting contract.

Contract: The Proposal and its acceptance by the Agency as manifested by the Contract documents.

Contracting Officer: The person who is executing this Contract on behalf of the Agency and who has complete and final authority except as limited herein.

Contractor: The successful Proposer(s) who is awarded a Contract for providing the goods and services described in the Contract documents.

Deliverables: Work required by the Contract to be delivered to the Agency.

Days: Unless otherwise stated, “days” shall mean calendar days.

Defect: Patent or latent malfunction or failure in manufacture, installation or design of any component or subsystem.

Deviation: Variance from a requirement or specification that does not alter the basis of a contract or adversely affects its performance.

Due Date: The date and time by which Proposals must be received by the Agency.

Extended Warranty: A warranty available for purchase above the standard warranty.

Pass-Through Warranty: A warranty provided by the Contractor but administered directly with the component Supplier.

Proposal: An offer, if accepted, to deliver equipment and services according to the underlying solicitation of the Agency documented using the prescribed form in the solicitation, including the provisions of this solicitation and the selected contractor’s latest Proposal or BAFO.

Proposer: A legal entity that makes a Proposal.

Solicitation: Agency's request for proposals.

Superior Warranty: A warranty still in effect after all contractually required warranties have expired. The remaining warranty is administered directly between the sub-Supplier and the Agency.

Supplier: Any manufacturer or company providing units, components, or subassemblies for inclusion in the deliverables.

Subcontractor: Any manufacturer or company providing units, components, or subassemblies for inclusion in the deliverables.

Work: Any and all labor, supervision, services, materials, machinery, equipment, tools, supplies and facilities called for by the Contract and necessary to the completion thereof.

8.2.2 MATERIALS AND WORKMANSHIP

The Contractor shall be responsible for all materials and workmanship in the deliverables, whether the same are manufactured by the Contractor or purchased from a Supplier. This provision excludes any equipment leased or supplied by the Agency, except insofar as such equipment is damaged by the failure of a part or component for which the Contractor is responsible, or except insofar as damage to such equipment is caused by the Contractor during the manufacture or installation of the deliverables.

8.2.3 CONFORMANCE WITH SPECIFICATIONS AND/OR DRAWINGS

Materials furnished and Work performed by the Contractor shall conform to the requirements of the Contract documents. Notwithstanding the provision of technical specifications or other data by the Agency, the Contractor shall have the responsibility of supplying all parts and details required to make the deliverables complete and ready for service even though such details may not be specifically mentioned in the specifications. Items that are installed by the Agency shall not be the responsibility of the Contractor unless they are included in this Contract.

8.2.4 INSPECTION, TESTING, AND ACCEPTANCE

Inspection, testing and acceptance shall be in accordance with the final, approved Acceptance Testing Plan. Agency reserves the right to conditionally approve any Deliverable, requiring additional steps prior to final acceptance. The Contractor shall retain the risk of loss until such time as the Agency has conditionally or finally approved each Deliverable. Title to the Deliverables shall transfer upon final acceptance.

8.2.5 INTELLECTUAL PROPERTY WARNING

The Agency shall advise the Contractor of any impending intellectual property claim related to this Contract against the Agency and provide all information available. The Contractor shall defend, indemnify, and hold harmless the Agency, its employees, Board Members, and agents in any suit or proceeding brought against the Agency based on a claim that any equipment or software, or any part thereof, furnished under this Contract constitutes an infringement of any intellectual property, and the Contractor shall pay all damages and costs awarded therein against the Agency. In case said equipment or software, or any part thereof, is in such suit held to constitute infringement and use of said equipment, software, or parts is enjoined, the Contractor shall, at its own expense and at its option, either procure for the Agency the right to continue using said equipment, software or part, or replace same with non-infringing equipment or software, or modify it so it becomes non-infringing.

8.2.6 DATA RIGHTS

The term “subject data” used in this clause means recorded information, whether or not copyrighted, that is delivered or collected under the Contract. It includes the proprietary rights of the following:

- Shop drawings and working drawings
- Technical data including manuals or instruction materials, computer or microprocessor software
- Patented materials, equipment, devices or processes
- License requirements

The Agency shall take reasonable steps to protect proprietary information provided by the Contractor. The Contractor shall grant a perpetual, royalty-free, non-exclusive license to allow the Agency to utilize such information in order to maintain the Deliverables. In the event that the Contractor no longer provides the information the Agency has the right to reverse engineer patented parts and software.

The Agency reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the following subject data for its purposes: (1) any subject data required to be developed and first produced in the performance of the Contract and specifically paid for as such under the Contract, whether or not a copyright has been obtained; and (2) any rights of copyright to which the Contractor, Subcontractor or Supplier purchases ownership for the purpose of performance of the Contract and specifically paid for as such under the Contract. The Contractor agrees to include the requirements of this clause, modified as necessary to identify the affected parties, in each subcontract and supply order placed under the Contract.

The Agency shall own all data generated by or through the Deliverables. The Agency grants to the Contractor the right to inspect, examine, download, and otherwise obtain any information or data available from Deliverables provided by the Contractor to the extent necessary to enable Contractor to perform reliability maintenance analysis, corrective action and/or other engineering type Work for the Deliverables. This right expressly excludes access to information or data collected on any equipment not provided and installed by the Contractor.

8.2.7 CHANGES

8.2.7.1 CONTRACTOR CHANGES

Any proposed change in this Contract shall be submitted to the Agency for its prior approval. Oral change orders are not permitted. No change in this Contract shall be made without the prior written approval of the Contracting Officer. The Contractor shall be liable for all costs resulting from, and/or for satisfactorily correcting, any specification change not properly ordered by written modification to the Contract and signed by the Contracting Officer.

8.2.7.2 AGENCY CHANGES

The Agency may obtain changes to the Contract by notifying the Contractor in writing. As soon as reasonably possible but no later than thirty (30) calendar days after receipt of the written change order to modify the Contract, the Contractor shall submit to the Contracting Officer a detailed price and schedule Proposal for the Work to be performed. This Proposal shall be accepted or modified by negotiations between the Contractor and the Contracting Officer. At that time, a detailed modification shall be executed in writing by both parties. The Agency reserves the right to make unilateral changes. Disagreements that cannot be resolved within negotiations shall be resolved in accordance with "Disputes," below. Regardless of any disputes, the Contractor shall proceed with the Work ordered.

8.2.8 INDEMNIFICATION

The Contractor shall, to the extent permitted by law: (1) protect, defend, indemnify and save harmless the Agency and its officers, employees, Board members, and agents, including consultants, harmless from and against any and all liabilities, damages, claims, demands, liens, encumbrances, judgments, awards, losses, costs, expenses and suits or actions or proceedings, including reasonable expenses, costs and attorneys' fees incurred by the Agency and its officers, employees Board members, and agents, including consultants, in the defense, settlement or satisfaction thereof, for any injury, death, loss or damage to persons or property of any kind whatsoever, caused by the intentional misconduct or negligent acts, errors or omissions of the Contractor in the performance of the Contract, including intentional misconduct, negligent acts, errors or omissions of its officers, employees, servants, agents,

Subcontractors and Suppliers; and (2) upon receipt of notice and if given authority, shall settle at its own expense or undertake at its own expense the defense of any such suit, action or proceeding, including appeals, against the Agency and its officers, employees, Board members, and agents, including consultants, relating to such injury, death, loss or damage. Each party shall promptly notify the other in writing of the notice or assertion of such claim, demand, lien, encumbrance, judgment, award, suit, action or other proceeding hereunder. The Contractor shall have sole charge and direction of the defense of such suit, action or proceeding. The Agency shall not make any admission that might be materially prejudicial to the Contractor unless the Contractor has failed to take over the conduct of any negotiations or defense within a reasonable time after receipt of the notice and authority provided above. The Agency shall at the request of the Contractor furnish to the Contractor all reasonable assistance that may be necessary for the purpose of defending such suit, action, or proceeding, and shall be reimbursed by the Contractor for all reasonable costs incurred in doing so. The Agency shall have the right to be represented therein by advisory council of its own selection at its own expense.

The obligations of the Contractor under the above paragraph shall not extend to circumstances where the injury, death or damages are caused solely by the negligent acts, errors or omissions of the Agency, its officers, employees, Board members, agents or consultants, including, without limitation, negligence in: (1) the preparation of the Contract documents, or (2) the giving of directions or instructions with respect to the requirements of the Contract by written order.

8.2.9 SUSPENSION OF WORK

8.2.9.1 AGENCY SUSPENSION

The Agency may at any time and for any reason within its sole discretion issue a written order to the Contractor suspending, delaying or interrupting all or any part of the Work for a specified period of time.

8.2.9.2 CONTRACTOR SUSPENSION

The Contractor shall comply immediately with any such written order and take all reasonable steps to minimize costs allocable to the Work covered by the suspension during the period of work stoppage. Contractor shall continue the Work that is not included in the suspension and shall continue such ancillary activities as are not suspended. The Contractor shall resume performance of the suspended Work upon expiration of the notice of suspension, or upon direction from the Agency.

8.2.9.3 PRICE ADJUSTMENT DUE TO SUSPENSION

The Contractor shall be allowed an equitable adjustment in the Contract price (excluding profit) and/or an extension of the Contract time, to the extent that cost or delays are shown by the Contractor to be directly attributable to any suspension. However, no adjustment shall be made under this section for any suspension, delay or interruption due to the fault or negligence of the Contractor, or for which an equitable adjustment is provided for, or excluded under any other term or condition of the Contract. As soon as reasonably possible but no later than forty-five (45) calendar days, or any other period of time agreed to by the parties, after receipt of the written suspension of work notice, the Contractor shall submit to the Contracting Officer a detailed price and schedule Proposal for the suspension, delay or interruption.

8.2.10 EXCUSABLE DELAYS/FORCE MAJEURE

If the Contractor is delayed at any time during the progress of the Work by the neglect or failure of the Agency or by a cause as described below, then the time for completion and/or affected delivery date(s) shall be extended by the Agency subject to the following cumulative conditions:

a. The cause of the delay arises after the Notice of Award and neither was nor could have been anticipated by the Contractor by reasonable investigation before such award. Such cause may also include force majeure events such as any event or circumstance beyond the reasonable control of the Contractor, including but not limited to acts of God; earthquake, flood and any other natural disaster; civil disturbance, strikes and labor disputes; fires and explosions; war and other hostilities; embargo; or failure of third parties, including Suppliers or Subcontractors, to perform their obligations to the Contractor;
b. The Contractor demonstrates that the completion of the Work and/or any affected deliveries shall be actually and necessarily delayed;
c. The Contractor has taken measures to avoid and/or mitigate the delay by the exercise of all reasonable precautions, efforts and measures, whether before or after the occurrence of the cause of delay; and
d. The Contractor makes written request and provides other information to the Agency as described below.

To be deemed excusable, the force majeure event must be the actual cause of the delay. No excusable delay shall be granted where the Contractor was not ready, willing, and able to proceed with the Work, but for the force majeure event.

None of the above shall relieve the Contractor of any liability for the payment of any liquidated damages owing from a failure to complete the Work by the time for completion that the

Contractor is required to pay pursuant to the Liquidated Damages provisions in this agreement for delays occurring prior to, or subsequent to the occurrence of an excusable delay.

The Agency reserves the right to rescind or shorten any extension previously granted, if subsequently the Agency determines that any information provided by Contractor in support of a request for an extension of time was erroneous; provided, however, that such information or facts, if known, would have resulted in a denial of the request for an excusable delay. Notwithstanding the above, the Agency shall not rescind or shorten any extension previously granted if the Contractor acted in reliance upon the granting of such extension and such extension was based on information which, although later found to have been erroneous, was submitted in good faith by the Contractor.

No extension or adjustment of time shall be granted unless: (1) written notice of the delay is filed with the Agency within fourteen (14) calendar days after the commencement of the delay and (2) a written application therefore, stating in reasonable detail the causes, the effect to date and the probable future effect on the performance of the Contractor under the Contract, and the portion or portions of the Work affected, is filed by the Contractor with the Agency within thirty (30) calendar days after the commencement of the delay. No such extension or adjustment shall be deemed a waiver of the rights of either party under this Contract. The Agency shall endeavor to make its determination within thirty (30) calendar days after receipt of the application.

8.2.11 TERMINATION

8.2.11.1 TERMINATION FOR CONVENIENCE

The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Agency's best interest. Upon receipt of such Notice, the Contractor shall 1) deliver to TACC all data, drawings, specifications, reports, estimates, summaries and such other information and material as may have been prepared or developed by the Contractor, or its Subcontractors in performance under this Contract); and 2) take all other actions necessary to effect the termination.

The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Agency to be paid the Contractor. If the Contractor has any property in its possession belonging to Agency, the Contractor will account for the same, and dispose of it in the manner Agency directs. The Agency shall have the right to audit the termination claim according to the cost principles of FAR Part 31.

8.2.11.2 TERMINATION FOR DEFAULT

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. The Agency shall have the right to audit the termination claim according to the cost principles of FAR Part 31. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency. The Contractor shall be liable for any excess costs of re-procurement experienced by the Agency and the Agency may withhold and set-off against any payments due the Contractor those excess costs.

8.2.12 COMPLIANCE WITH LAWS AND REGULATIONS

Contractor shall at all times comply with all applicable laws, regulations, policies, procedures and directives (together, the "Law"), including without limitation, applicable federal regulations, and FTA policies, procedures and directives, including those noted in the FTA's Master Agreement as it may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

8.2.13 CHANGES OF LAW

Changes of Law that become effective after the Proposal Due Date may result in price changes. If a price adjustment is indicated, either upward or downward, it shall be negotiated between the Agency and the Contractor, and the final Contract price shall be adjusted upwards or downwards to reflect such changes in Law. Such price adjustment may be audited, where required.

8.2.14 GOVERNING LAW AND CHOICE OF FORUM

This Contract shall be governed by the laws of State of Michigan without regard to conflict of law provisions. The Contractor consents to the exclusive jurisdiction of the State and federal courts exercising jurisdiction over Calhoun County, Michigan. Should the Parties agree to any form of Alternative Dispute Resolution, any such proceeding shall be held in Calhoun County, Michigan.

8.2.15 DISPUTES

Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under or related to this Contract that is not disposed of by agreement shall be decided in accordance with the following steps. However, by mutual agreement the matter may be taken immediately to any higher step in the dispute resolution process, or mutually agreed to alternative dispute resolution process (which may include structured negotiations, mediation or arbitration) or litigation. Pending final resolution of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the Contracting Officer's direction.

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

b. The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Contract promptly by negotiation between the Contracting Officer and the Contractor's executives who have authority to settle the controversy. Any party may give the other party written notice of any dispute not resolved in the normal course of business as provided in (a.) above. Within 14 (fourteen) calendar days after delivery of the dispute notice, the receiving party shall submit to the other party a written response. The dispute notice and written response shall include: (1) a statement of the party's position and a summary of the arguments supporting that position, (2) any evidence supporting the party's position, and (3) the name of the executive who shall represent that party and of any others who shall accompany the executive in negotiations. Within 28 (twenty-eight) calendar days after delivery of the dispute notice, the designated officials of both parties shall meet at a mutually acceptable time and place, and thereafter as they reasonably deem necessary to attempt to resolve the dispute. All reasonable requests for information by one party to the other shall be honored.

8.2.16 ACCESS TO RECORDS

a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all

books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

c. Access to Records. The Contractor agrees to provide sufficient access to the Agency, FTA and its contractors, the Comptroller General of the United States, the Secretary of the U.S. Department of Transportation, the State of Michigan, or any of their duly authorized representatives to inspect and audit records and information related to performance of this contract as reasonably may be required.

d. Access to the Sites of Performance. The Contractor agrees to permit the Agency, FTA and its contractors, the Comptroller General of the United States, the Secretary of the U.S. Department of Transportation, the State of Michigan, or any of their duly authorized representatives access to the sites of performance under this contract as reasonably may be required.

8.2.17 CONFLICTS OF INTEREST, GRATUITIES

No member, officer, or employee of the Agency or of a local public body during his or her tenure, or one year thereafter, shall have any interest, direct or indirect, in this Contract or the proceeds thereof.

8.2.18 WAIVER

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

8.2.19 REMEDIES NOT EXCLUSIVE

The rights and remedies of the Agency provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

8.2.20 COUNTERPARTS

This Contract may be executed in any number of counterparts. All such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed an original thereof.

8.2.21 SEVERABILITY

Whenever possible, each provision of the Contract shall be interpreted in a manner as to be effective and valid under applicable law. However, if any provision, or part of any provision, should be prohibited or invalid under applicable law, such provision, or part of such provision, shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of the Contract.

8.2.22 THIRD-PARTY BENEFICIARIES

No provisions of the Contract shall in any way inure to the benefit of any third party, including the public at large, so as to constitute such person a third-party beneficiary of the Contract or of any one or more of the terms and conditions of the Contract or otherwise give rise to any cause of action in any person not a party to the Contract, except as expressly provided elsewhere in the Contract.

8.2.23 ASSIGNMENT OF CONTRACT

Neither party shall assign or subcontract its rights or obligations under this Contract without the prior written consent of the other party, and no such assignment or subcontract shall be effective unless approved in writing by the other party.

8.2.24 INDEPENDENT PARTIES

The Contractor is an independent contractor with respect to the performance of all Work hereunder, retaining control over the details of its own operations, and the Contractor shall not be considered the agent, employee, partner, fiduciary, or trustee of the Agency.

8.2.25 SURVIVAL

All provisions related to the following shall survive the nominal expiration or discharge of other Contract obligations, and the Agency may obtain any remedy under law, Contract or equity to enforce the obligations of the Contractor that survive the manufacturing, warranty and final payment periods:

- Intellectual Property Warranty
- Data Rights
- Indemnification
- Governing Law and Choice of Forum
- Disputes
- Confidential Information
- Parts Availability Guarantee
- Access to Records

8.2.26 AGENCY RIGHTS

TACC may investigate the qualifications of any proposer, require confirmation of information furnished by a proposer, and require additional evidence of qualifications to perform the Services described in this RFP. TACC reserves the right to:

1. Reject any or all of the proposals, at its discretion;
2. Remedy errors in the RFP;
3. Cancel the entire RFP;
4. Issue subsequent RFP;
5. Appoint evaluation committees to review proposals;
6. Seek the assistance of outside technical experts to review proposals;
7. Approve or disapprove the use of particular subcontractors and suppliers;
8. Establish a short list of proposers eligible for discussions after review of written proposals;
9. Solicit best and final offers (BAFO) from all or some of the proposers;
10. Negotiate with any, all or none of the proposers;
11. Award a contract to one or more proposers;
12. Accept other than the lowest priced proposal;
13. Disqualify the proposal(s) upon evidence of collusion with intent to defraud or other illegal practices on the part of the proposer(s);
14. Waive any informalities or irregularities in any proposal, to the extent permitted by law; and
15. Award a Contract without interviews, discussions or negotiations.

8.3 SPECIAL PROVISIONS

8.3.1 PRICING

Contractor agrees all the Prices, terms, warranties, and benefits provided in this Contract are comparable to or better than the terms presently being offered by Contractor to any other governmental entity purchasing the same quantity under similar terms. If during the term of this Contract, Contractor shall enter into contracts with any other governmental entity providing greater benefits or more favorable terms than those provided by this Contract, Contractor shall be obligated to provide the same to Purchaser for subsequent purchases.

8.3.2 TYPE OF CONTRACT AND PAYMENT

The Agency anticipates awarding a firm fixed price contract for all goods and services, Work, and Deliverables required herein. Payment will occur upon completion of all requirements, receipt of a proper and complete invoice (lump sum payment). The Agency will consider implementing a milestone payment structure proposed by a proposer and accepted by the Agency. Any such milestone payments will be subject to a ten percent retainer, payable upon completion and acceptance of all goods and services, Work, and Deliverables required herein.

8.3.3 INVOICES

Payment shall be made at the end of each project, within 30 days following the submittal of a correct invoice for goods received and/or work performed. Where applicable, expenses shall be billed at cost without markups, and must be supported by actual receipts. Mileage and per diem rates, if applicable, shall not exceed the federal rates.

8.3.4 TAXES

Unless otherwise provided in this Contract, the Contractor shall pay all federal, state and local taxes, and duties applicable to and assessable against any Work, goods, services, processes and operations incidental to or involved in the Contract, including but not limited to retail sales and use, transportation, export, import, business and special taxes. The Contractor is responsible for ascertaining and paying the taxes when due. The total Contract price shall include compensation for all taxes the Contractor is required to pay by laws in effect on the Proposal Due Date.

8.3.5 DELIVERY

The Contractor shall deliver all Deliverables in accordance with the approved schedule.

It is mutually understood and agreed by the Parties that time is of the essence with respect to the completion of the Work and that in case of any failure on the part of the Contractor to deliver the Deliverables within the time specified in the approved schedule (except for any excusable delays) the Agency shall be damaged thereby. The amount of said damages being difficult if not impossible of definite ascertainment and proof, it is hereby agreed that the amount of such damages due to the Agency shall be fixed at $475.00 per business day, up to a maximum of ten percent of the contract price.

The Contractor hereby agrees to pay the aforementioned amounts as fixed, agreed and liquidated damages, and not by way of penalty, to the Agency and further authorizes the Agency to deduct the amount of the damages from money due the Contractor under the Contract, computed as aforesaid. If the money due the Contractor is insufficient or no money is due the Contractor, then the Contractor shall pay the Agency the difference or the entire amount, whichever may be the case, within thirty (30) days after receipt of a written demand by the Contracting Officer.

The payment of aforesaid fixed, agreed and liquidated damages shall be in lieu of any damages for any loss of profit, loss of revenue, loss of use, or for any other direct, indirect, special or consequential losses or damages of any kind whatsoever that may be suffered by the Agency arising at any time from the failure of the Contractor to fulfill the obligations referenced in this clause in a timely manner.

8.3.6 INSURANCE

The Contractor shall at the time of execution of this contract, file with the TACC the Certificate of Insurance, which shall cover all insurance as required herein, including evidence of payment of premiums thereon, and the policy or policies or insurance covering TACC and their officers, agents and employees. Each such policy and certificate shall be satisfactory to the TACC. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from their operations under this Contract.

The Contractor shall maintain insurance coverages in the forms and limits below throughout the period of performance and the warranty period.

- Worker's Compensation and Employer's Liability Insurance:
  - $100,000 or statutory limit
- Commercial General Liability Insurance:
  - Bodily Injury: $1,000,000 per occurrence
  - Property Damage: $1,000,000 per occurrence
  - OR Combined Single Limit: $1,000,000 per occurrence
- Comprehensive Automobile Liability Insurance:
  - Bodily Injury: $300,000 each person
  - Liability: $500,000 each occurrence
  - Property Damage: $500,000
  - OR Combined Single Limit: $500,000

The Transportation Authority of Calhoun County shall be named as additional insured for all except workers compensation coverage and shall be provided with a Certificate of Insurance that reflects this additional insured status. A 30-day notice of cancellation or material change shall be provided to the TACC and so noted on the Certificate of Insurance. Contractor insurance shall be primary and non-contributory, with waiver of subrogation endorsement.

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Transportation Authority of Calhoun County

RFP No. 03-2026

Direct Any Questions and Submit To:

Shannon Wedl
Grant & Procurement Manager
339 W. Michigan Ave.
Battle Creek, MI 49037
swedl@ridecalhoun.org

Please direct questions by [TIME AND DATE]

Date Issued: [DATE]

RFP Bid Due: [TIME AND DATE]

The following 'Not to exceed' price shall establish pricing to be charged to execute site study detailed in RFP unless otherwise negotiated in writing.

Amount of Proposal: $_____

Certification

The bid shall be firm for a minimum of 120 days from the RFP submittal deadline and signed by the following individual authorized to certify pricing and enter into agreements. The undersigned certifies that he/she offers to furnish materials in strict accordance with the requirements of this bid including the specifications and Terms and Conditions that are attached, including compliance with all applicable Federal, State, and local laws, codes, ordinances, regulations, orders, circulars, and directives. The undersigned certifies that the price quoted is correct.

Contractor Name:	
Contractor Address:	
City, State, Zip:	
Representative Name (Print):	
Representative Signature:	
Date of Representative Signature:	
Representative Title:	

TACC NEXT GENERATION FACILITY PLAN						
NAME						
HOURLY RATE						
TASK	**ESTIMATED HOURS**				**TOTAL HOURS**	**TOTAL COST**
Define Facility Needs						
Identify Potential Sites						
Conceptual Facility & Site Design						
Financial Plan						
Plan Development and Presentation						
TOTALS						
OTHER DIRECT COSTS						
1.						
2.						
3.						
4.						
5.						
TOTALS						

TOTAL HOURS: _____

TOTAL COST: _____

AUTHORIZED REPRESENTATIVE SIGNATURE: _____

AUTHORIZED REPRESENTATIVE TITLE: _____

DATE: _____