

Staff Report

To: Board of Directors
From: Garin Wally, Jason Blodgett and Frank Kuhl
Date: March 26, 2026

Agenda Item: 5.4 ETA Contract for Intelligent Transportation System Services

Attachments:

- 5.4.1 ETA Proposal
- 5.4.2 Final Score Graph

Recommendation:

Authorize the chief executive officer and general manager to execute a contract with ETA Transit totaling \$611,505 for and intelligent transportation system services upgrade.

Discussion:

Mountain Line released an ITS request for proposals on January 12 that closed on February 24. The staff received 6 responses, and the selection committee conducted 2 rounds of interviews. The first round screened all 6 applicants and narrowed the field to 3 primary candidates in the second round. Based on the attached scoring, ETA was the clear winner using the following selection criteria:

- Alignment with Scope of Work Requirements – 30%
- The Qualifications of Professional Personnel Assigned to the Project – 25%
- Price – 15%
- System Interface and Ease of Use – 20%
- Integration Capabilities – 10%

The initial 4-year contract adds 3 optional 1-year extension terms. Implementation is expected to begin in early April after contract execution, and the initial term will end March 31, 2030. Once implementation starts, ETA is confident that the system will be operational by August 2026, without requiring the internal maintenance team to participate. ETA is confident it will be able to expedite implementation in the unlikely event there are conflicts with the existing system.

Financial Impact and Funding Source:

As the lowest bidder, ETA's estimate came in at \$611,505 for a 4-year contract term.

DBE Certified:

No.

Missoula Urban Transportation District RFP#: 26-01

Title: Intelligent Transportation System
Due: February 24, 2026
Submitted by:
ETA Transit Systems, Inc.
6420 Congress Avenue, Suite 1850
Boca Raton, FL 33487

The logo for ETA Transit, featuring the letters 'ETA' in a blue square followed by the word 'TRANSIT' in blue capital letters, all contained within an orange speech bubble shape.

What drives you?

Empowering MUTD with a right-sized, integrated
real-time ITS.



Table of Contents

Letter of Transmittal.....	1
Technical Proposal.....	2
Qualifications of firm:	2
Past performance and quality of services:	2
References	2
ETA Response to Scope of Work.....	3
2.2.1 ITS Hardware and On-Board Systems	3
2.2.2 ITS Software	8
2.2.2 ITS Software – Optional packages	15
2.2.3 Contract and Support.....	26
Key personnel and their commitment to the project	48
Project team	48
Price Proposal.....	52
Required Forms.....	53



Letter of Transmittal

TO: Missoula Urban Transportation District (MUTD)

ATTN: Frank Kuhl, Procurement and Contract Specialist

ETA Transit Systems

Contact person: Evan Smith, Senior Account Executive

esmith@etatransit.com

(574) 340-4411

6420 Congress Avenue, Suite 1850, Boca Raton, FL 33487

On behalf of ETA Transit Systems, we are pleased to submit the enclosed proposal in response to RFP 26-01 – Intelligent Transportation System for consideration by the MUTD evaluation committee. We acknowledge receipt of all RFP documents and addenda and confirm that this proposal will remain valid for a minimum of 90 days from the date of submission. We sincerely appreciate the opportunity to be considered as a partner to Mountain Line.

This proposal is intentionally concise. Rather than offering a generic overview of system capabilities, it focuses on how ETA plans to directly address MUTD's current operational realities, most notably, the lack of consistent, dependable support from your existing ITS vendor. Through extensive discussions with MUTD staff at industry events, virtual demonstrations, and two on-site visits from our project team and leadership, one message has been clear and consistent: MUTD needs more than technology. You need a partner that is responsive, accountable, and genuinely invested in your success.

Our vision for this project is to provide MUTD with a true reset—replacing uncertainty and frustration with reliability, transparency, and trust. ETA is purpose-built to serve mid-sized transit agencies that have outgrown underperforming vendor relationships. We deliver not only a best-in-class, fully integrated ITS platform, but also award-winning customer support backed by more than 20 years of focused innovation and long-term client partnerships.

We understand the challenges MUTD has faced with past ITS deployments and ongoing support, and we are committed to doing better by design. Specifically, ETA offers:

- **Professional installation by ETA's dedicated, in-house team**, eliminating the risks and disruptions associated with unknown third-party contractors.
- **A cloud-native, open-architecture platform** that integrates seamlessly with your existing tools—without proprietary barriers that limit flexibility or control.
- **A dedicated Project Manager and Customer Success Manager**, ensuring predictable deployments, proactive communication, and long-term system continuity—no unexpected delays or surprise module discontinuations.
- **A scalable solution aligned with your current needs**, with a clear path for future growth and expansion as Mountain Line continues to evolve.

ETA looks forward to the opportunity to serve as the trusted ITS partner MUTD has been missing and to support Mountain Line with the reliability, responsiveness, and respect your team deserves.

Warm regards,

A handwritten signature in blue ink, appearing to read 'JP Maglio'.

John Maglio, CEO



Technical Proposal

Qualifications of firm:

ETA Transit Systems’ origins trace back to the mid-1990s with the development of early location-based tracking systems, including the TrainTrac™ rail platform developed by GeoFocus®. Following ETA’s acquisition of GeoFocus® in 2003, the company expanded into transit-focused Intelligent Transportation Systems and has continuously evolved its technology alongside industry needs.

Headquartered in South Florida, the ETA team is comprised of a closeknit group of approximately 25 seasoned transit professionals located in various parts of the US. ETA’s team includes industry veterans with deep experience in onboard systems, real-time data integrations and transit operations. Your dedicated core team of Evan, Josh, Noelle and Alshine bring decades of experience in transit tech project management, installation/implementation and customer support along with real-world transit operations management.

Past performance and quality of services:

Across more than 100 deployments nationwide, transit agencies that partner with ETA consistently achieve stable, long-term CAD/AVL performance after transitioning away from unreliable legacy providers. Long-term client success is reflected in a 96% customer renewal rate and a Net Promoter Score of 78, proving that agencies not only remain with ETA but actively recommend us to their peers. For this project and the MUTD team, we feel this track record speaks directly to our shared desired outcome: **an ITS partnership that restores trust**, reduces operational risk, and delivers sustained value—rather than repeating the cycle of short-lived deployments and unmet expectations.

ETA’s past performance includes the successful delivery and long-term support of CAD/AVL, real-time passenger information, APC, and onboard systems for agencies operating environments comparable in scope and complexity to MUTD. This includes deployments where ETA has replaced underperforming legacy systems, integrated APC data for planning and reporting, and supported real-time operations across fixed-route fleets. In each case, ETA has provided configuration, implementation, training, and ongoing support aligned with the same functional requirements outlined in this RFP, ensuring system stability, data integrity, and operational continuity beyond initial go-live.

References

1) Valley Regional Transit – Boise, ID



Type of business:	Public Transit
Contact person/title:	Nick Moran, IT Director
Telephone:	(208) 258-2713
Email:	nmoran@ridevrt.org
Scope:	67 vehicles with AVL, AVA, APC integration, Transit Signal Prioritization Integration, Single Sign On (SSO), Automated Vehicle Maintenance (AVM), Infotainment Module

2) Toledo Area Regional Transit Authority – Toledo, OH



Type of business: Public Transit
 Contact person/title: Lucas Boehm, Director of Information Technology
 Telephone: (419) 245-5226
 Email: lboehm@tarta.com
 Scope: 80 vehicles with AVL, AVA, APC integration, SSO, AVM, Motorola Radio Integration

3) High Valley Transit – Park City, UT



Type of business: Public Transit
 Contact person/title: Brad Herkimer, COO
 Telephone: (435) 246-1538
 Email: bherkimer@highvalleytransit.org
 Scope: 36 vehicles, AVL, AVA, APC, Headsign integration, DVIR (Fleetio integration on spot console), alerts module

ETA Response to Scope of Work

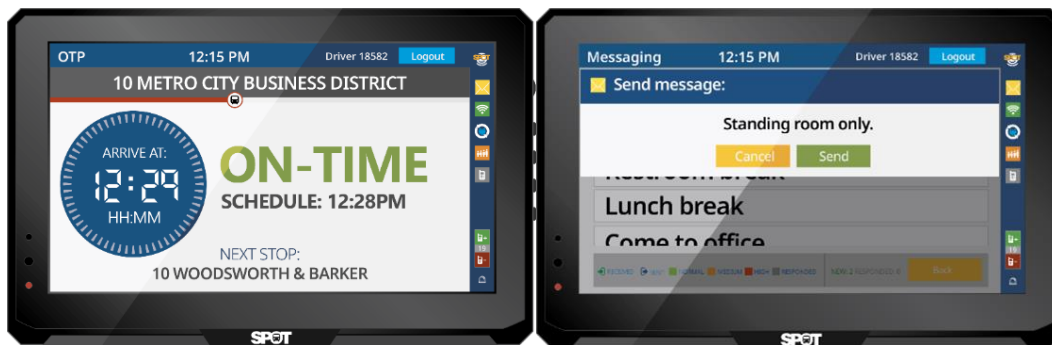
2.2.1 ITS Hardware and On-Board Systems

Mobile Display Terminal (MDT; operator interface)

ETA’s Mobile Data Terminal (MDT) will provide MUTD’s operators with a single, reliable point of control that simplifies daily operations and improves service consistency. Designed for real-world transit environments, the MDT delivers clear visibility, intuitive interaction, and dependable performance in all operating conditions—including cold weather—reducing driver frustration and minimizing service disruptions.



MUTD operators will receive real-time route guidance, service changes, on-time status and alerts directly from your SPOT console, ensuring they always have current information without relying on radio calls or manual updates. Rapid, dispatcher-reviewed alerts and two-way messaging allow issues to be communicated quickly while keeping driver attention focused on safe vehicle operation. An ergonomic, high-contrast interface with adjustable brightness and readable fonts supports at-a-glance use and reduces cognitive load throughout a shift.



The system’s use of commercially available, rigorously tested hardware or “dumb terminal” design minimizes security vulnerabilities, simplifies maintenance, and speeds replacement when needed—reducing downtime and dependency on proprietary equipment. Built-in diagnostics and system status tools allow operators and maintenance staff to quickly identify connectivity or hardware issues before they impact service.



Together, these capabilities deliver a dependable, easy-to-use on-board experience that restores trust in ITS technology, supports consistent on-time performance, improves passenger information, and enables MUTD to operate with confidence rather than compensating for unreliable systems or vendor support.

On-Board Computer ("bus brain")

ETA's on-board computer architecture is designed to ensure continuous vehicle tracking, data integrity, and system reliability under real-world operating conditions, including rural service areas with inconsistent cellular coverage. The Vehicle Logic Unit (VLU) serves as the persistent "bus brain," maintaining core ITS functionality independently of operator-facing devices and protecting MUTD from data gaps, service interruptions, and single-point failures.

The VLU interfaces directly with existing on-board systems—including APCs, headsigns, bike rack sensors, and other peripherals—ensuring accurate, synchronized data collection across all connected devices. Real-time vehicle data such as location, speed, heading, timestamp, load, and device ID are captured and updated at 15-second intervals or faster, supporting reliable AVL, CAD visibility, and passenger information.



To address rural coverage challenges, the VLU automatically manages data caching and transmission during cellular dead zones. Vehicle data is stored locally for **up to five days** and forwarded when connectivity is restored, preserving historical



accuracy and enabling continuous reporting and performance analysis without manual intervention. This ensures MUTD maintains complete operational records even when service operates beyond consistent cellular coverage.

By separating the on-board computer from the Mobile Data Terminal, ETA eliminates a common point of failure found in all-in-one systems. Core tracking and data collection continue uninterrupted even if the operator interface is unavailable, reducing downtime, protecting GTFS-RT and reporting feeds, and supporting long vehicle life cycles through independent component replacement.

The VLU also supports non-revenue and training operations, including CDL test preparation, maintenance testing, special events, and operator refresher training. Existing routes can be reused as training routes with accurate mileage, stop announcements, and headsign behavior, allowing MUTD to conduct training and testing without compromising production data or passenger information.

This on-board architecture has been successfully deployed and operated in sustained cold-weather environments, including **Sioux Falls**, where winter temperatures routinely reach **-10°F to -20°F**, and **Binghamton University**, an ETA customer since **2014**, where systems operate through prolonged sub-freezing conditions, snow, and freeze-thaw cycles. In both environments, ETA systems have maintained data continuity and operational reliability through multi-year winter operations.

Together, this fault-tolerant, scalable on-board computing approach delivers the outcome MUTD needs most: dependable, continuous ITS performance that works in rural environments, supports evolving operational needs, and removes the operational risk associated with fragile, all-in-one vendor solutions.

Automatic Passenger Counters (APC)

ETA's proposed APC approach for this project is designed to allow MUTD to immediately leverage its existing APC hardware while integrating passenger data with Swiftly/Hopthru during the initial project phase. This approach gives MUTD immediate flexibility while establishing a clear path toward long-term simplification. In the initial project phase, ETA will integrate with MUTD's existing APC hardware and existing software platforms, ensuring continuity of operations, minimizing disruption, and allowing MUTD to realize value quickly without forcing premature system changes.

At the same time, ETA offers a fully integrated CAD/AVL and APC platform designed to ultimately consolidate these functions into a single, unified system. As MUTD transitions to the SPOT platform, separate APC tools, data pipelines, and vendor dependencies can be eliminated—reducing operational complexity, licensing overhead, and the ongoing burden of managing multiple technology partners.

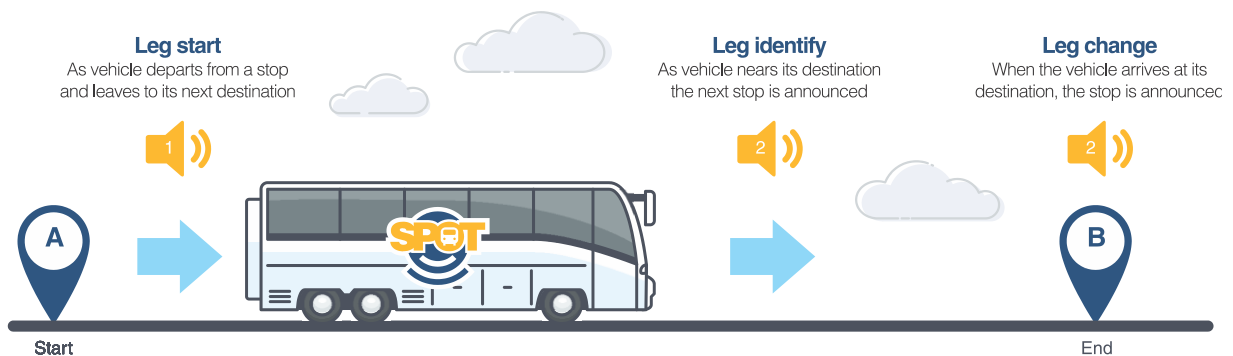
The outcome for MUTD is a phased, low-risk transition: immediate compatibility with existing investments, followed by a streamlined ITS environment supported by one accountable partner—delivering reliable CAD/AVL performance, certified APC data, and restored confidence in the technology supporting daily operations.

Automated Voice Announcements (AVA) & Digital Signage

ETA's Automatic Voice Announcement (AVA) and digital signage solution ensures riders receive clear, timely, and consistent information—while reducing manual effort and operational risk for MUTD. Announcements are automatically triggered by GPS location, route logic, time, and service events, ensuring stops, detours, and service changes are communicated accurately without relying on driver intervention.

Dispatchers and managers can easily create and manage highly customizable canned messages that adapt seamlessly to interlined and branching routes. Head signs, interior and exterior displays, and voice announcements remain synchronized as vehicles transition between routes, including support for non-revenue service such as training, maintenance, and special events. This eliminates mismatched signage and reduces confusion for both riders and operators.

Drivers retain the ability to manually trigger announcements from the MDT when needed, while all voice announcements are mirrored visually on digital signage—supporting accessibility, ADA compliance, and multilingual communication. MUTD can deploy prerecorded audio for maximum clarity and consistency, supplement with AI voice simulation when appropriate, and support multiple languages to better serve diverse rider populations.



The system integrates with Hanover, Luminator, and other leading display manufacturers, protecting existing investments and ensuring consistent presentation across mixed fleets. Idle screen messages, stop-request indicators, and route-matched headsign changes operate automatically, reducing operator workload and minimizing errors during service.



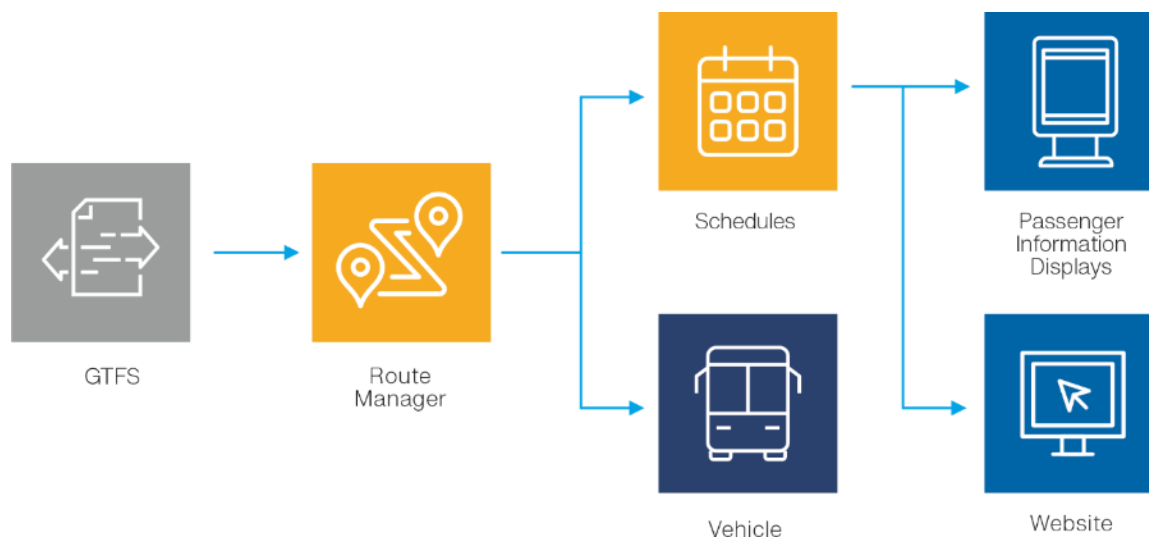


The outcome for MUTD is a unified, easy-to-manage announcements and signage environment that improves rider confidence, enhances accessibility, supports branding and localization, and removes the day-to-day friction caused by fragmented or manually driven announcement systems—all backed by a platform designed for reliable, automated operation at scale.

2.2.2 ITS Software

General

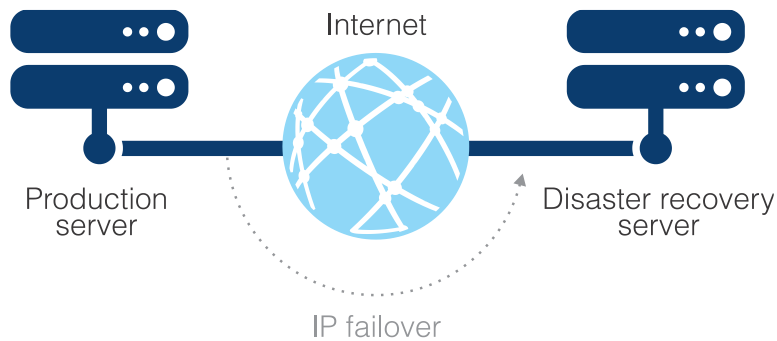
ETA’s cloud-based SPOT platform gives MUTD full control over its data, schedules, and system configuration—without reliance on local servers, custom software installs, or vendor intervention for routine updates. Multiple schedule formats, including GTFS and our trusted partners at Via (Remix), are supported, allowing MUTD to import and update service data using the tools it already trusts.



Built-in validation and error checking enable MUTD staff to independently manage database updates with confidence, reducing the risk of publishing incomplete or incorrect information and eliminating delays associated with vendor-managed changes. Because all SPOT applications are delivered through a web browser, staff can access the system securely from any operating system—Windows, Mac, Linux, or Android—using standard agency devices.

Comprehensive system logging provides continuous visibility into vehicle performance, schedule adherence, connectivity issues, and GPS/data coverage gaps. These insights allow operations, planning, and IT staff to quickly identify issues, improve reliability, and make data-driven decisions without manual investigation.

Security and resilience are built into the platform. Role-based access control ensures users see only the tools and data appropriate to their responsibilities, while encrypted data transmission protects sensitive operational information. Cloud-hosted redundancy and disaster recovery capabilities provide high availability and continuity of service, even during outages or regional disruptions.



The outcome for MUTD is a secure, resilient, and self-managed ITS platform that reduces IT burden, accelerates updates, improves operational visibility, and ensures reliable access to mission-critical systems—anytime, anywhere, and from any device.

Computer-Aided Dispatch (CAD) and Automated Vehicle Location (AVL)

ETA’s SPOT platform gives MUTD real-time operational awareness and proactive control across its entire fleet—enabling safer operations, stronger on-time performance, and faster response to service issues. Dispatchers receive system-wide alerts for conditions such as vehicles running early or late, speeding, off-route activity, and geofence violations, allowing issues to be addressed immediately rather than discovered after the fact.

Built-in route management and detour tools provide recommended reroutes, reducing risk to vehicles and infrastructure while keeping service moving during disruptions. Vehicle proximity monitoring helps maintain consistent headways, while engine time and idle tracking support fuel efficiency, maintenance planning, and sustainability goals.

SPOT continuously measures and reports on-time performance across multiple dimensions—by route, run, operator, time of day, and reporting period—giving MUTD actionable insight to identify trends, address chronic delays, and improve service reliability. Speed infractions and violation histories are logged automatically, supporting operator coaching, safety initiatives, and defensible performance documentation.

The platform enforces boundary and geofence adherence, ensuring vehicles remain within authorized service areas and alerting staff when exceptions occur. Integration with Via provides visibility into paratransit vehicle locations alongside fixed-route service, enabling a unified operational view. EV integration surfaces real-time vehicle state of charge, allowing dispatchers to make informed decisions that balance service delivery with fleet electrification requirements.

The outcome for MUTD is a single, centralized operations environment that replaces reactive oversight with real-time intelligence—improving safety, protecting assets, optimizing performance, and giving staff the confidence to manage service dynamically across all modes and vehicle types.

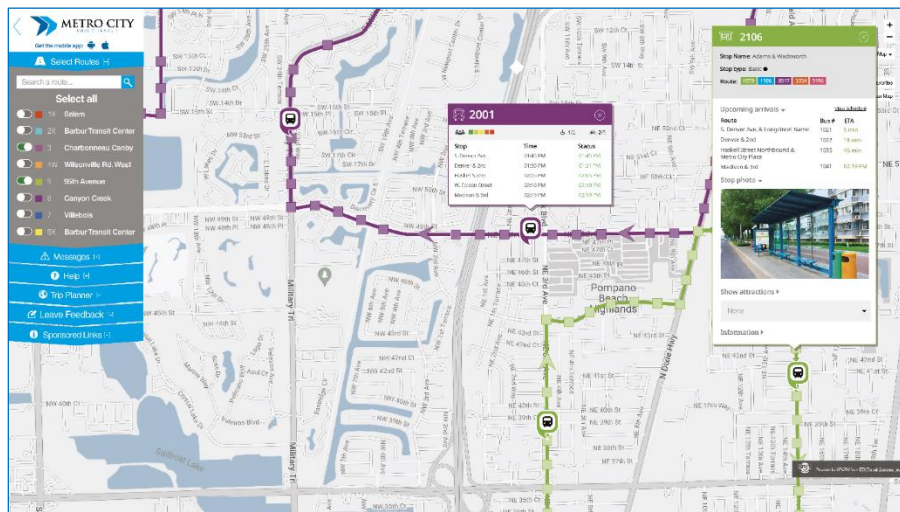
Public-facing Real-Time Data, Applications, and Third-Party Integrations

ETA’s traveler information solution ensures MUTD riders receive accurate, accessible, and timely information—building trust, reducing uncertainty, and improving the overall transit experience. The platform natively publishes both GTFS static



and GTFS-RT data to Google Transit, TransitApp, and other third-party applications, ensuring MUTD’s service information is consistently visible wherever riders plan their trips.

Riders benefit from a public-facing “Where’s My Bus” web map and companion iOS and Android mobile apps that display routes, stops, schedules, real-time vehicle locations, passenger load, and next-bus arrival predictions. Integrated trip planning tools help riders confidently plan end-to-end journeys, while built-in usage reporting gives MUTD insight into rider engagement and system adoption.



Arrival predictions are continuously refined using adaptive algorithms and machine-learning–supported models, improving accuracy over time based on real-world operating conditions. When real-time data is temporarily unavailable, the system automatically falls back to scheduled information and clearly notifies riders—preserving confidence and transparency.

A unified alerting framework allows MUTD to create and distribute service disruptions, detours, alternate stop notices, and stop status changes across all channels simultaneously, including web, mobile apps, SMS, GTFS-RT, MDTs, CAD, and third-party apps. During demonstrations, ETA can show alerts originating in CAD being published directly to TransitApp, confirming end-to-end integration.

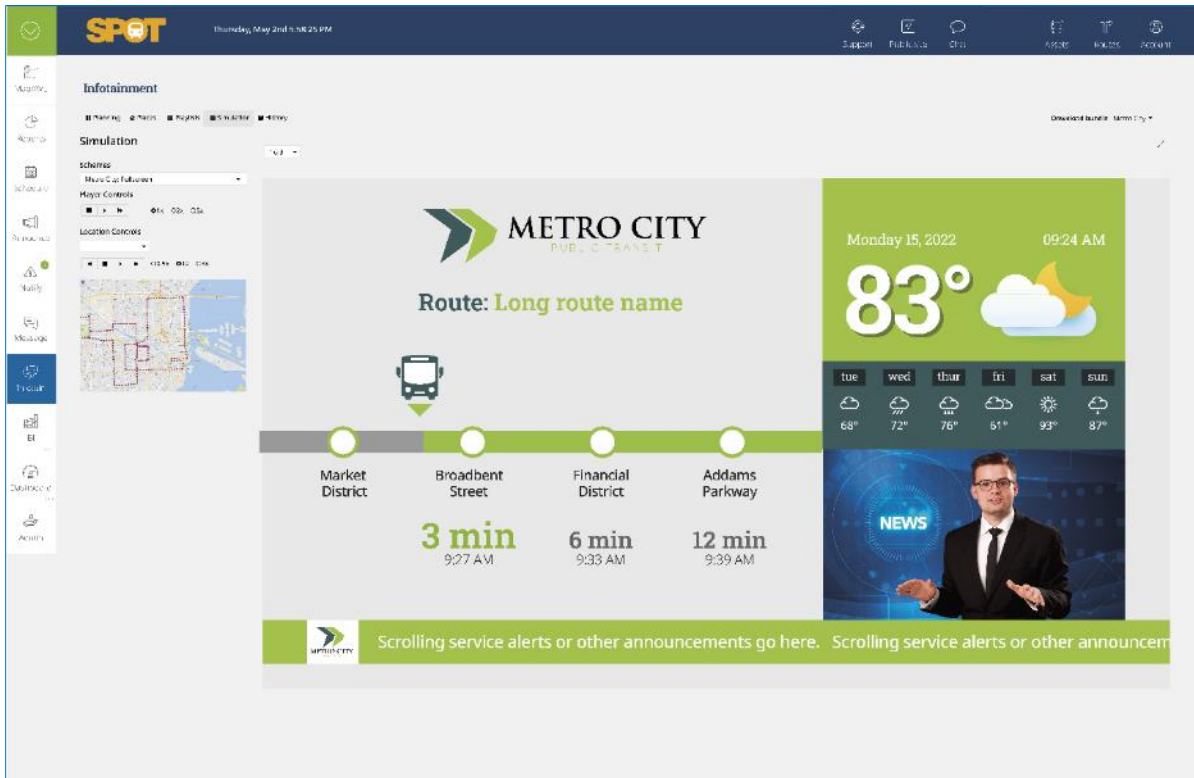


Riders can subscribe to personalized alerts via SMS, email, or mobile notifications, submit feedback directly through public channels, supporting accessibility for all users. QR codes at stops provide quick access to stop-specific information and redirect riders to the most relevant real-time data.



Scan with your mobile device see a live example of the rider experience

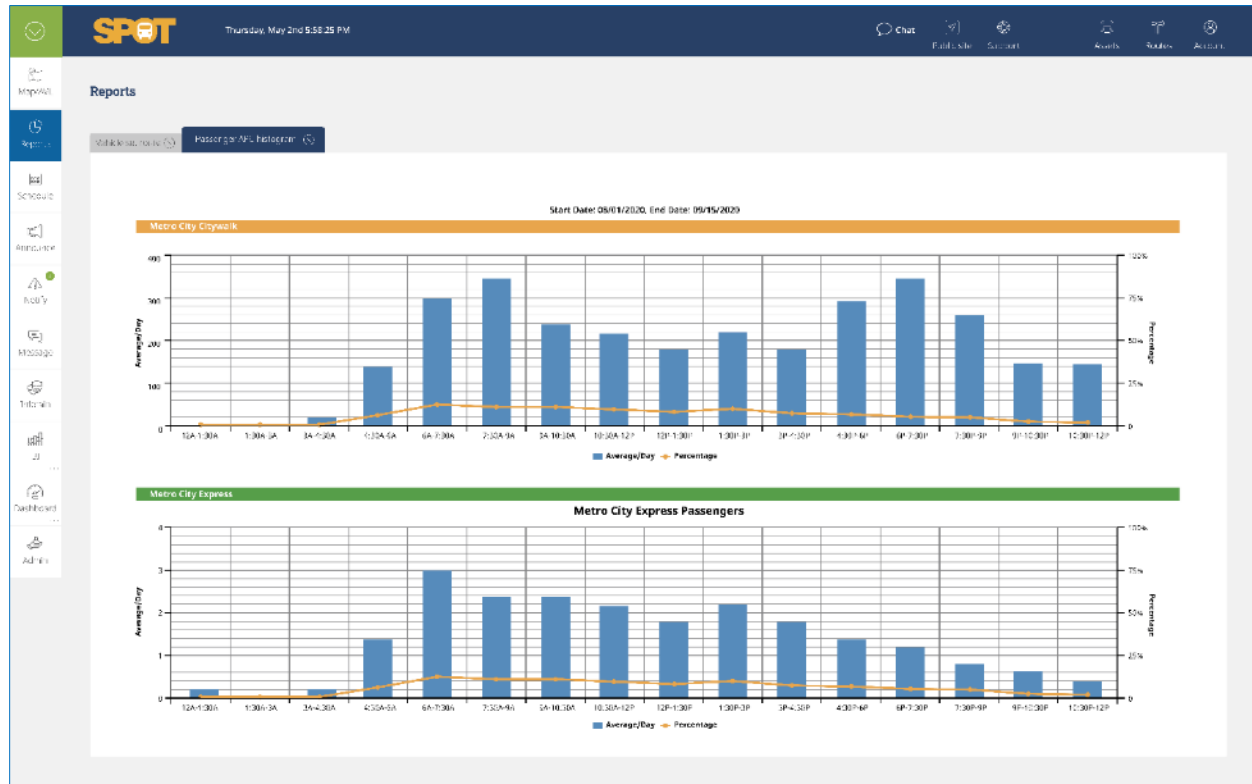
For stops, stations, and vehicles, MUTD can centrally manage digital signage and infotainment content, delivering real-time “next bus” displays, service messages, and multimedia content that keeps riders informed during their journey. The result is a single, coordinated passenger information ecosystem that improves rider satisfaction, reduces inbound inquiries, and reinforces MUTD’s commitment to reliable, rider-first service.



Reporting and Data Analysis

ETA's SPOT reporting and analytics suite gives MUTD complete ownership and control of all operational and ridership data, enabling data-driven decisions that improve service, efficiency, and accountability. The system's license ensures MUTD can download, store, and use all historical and real-time data, preserving a rich dataset for internal and external reporting needs.

The platform provides flexible, highly customizable reporting with over 100 pre-built queries and robust ad hoc reporting, allowing analysis by time, day, week, month, year, vehicle, operator, passenger, route, and other operational fields. Data can be exported in multiple formats—including Excel, CSV, and Parquet—and integrated via a well-documented REST API for custom applications and Python scripts.



SPOT supports industry-standard metrics and international data formats (e.g., NTD, VDV, ODS, TIDES), covering vehicle revenue/non-revenue miles and hours, unlinked passenger trips, on-time performance, speed violations, route utilization, headways, and garage pull-in/pull-out. Logged-in and logged-out vehicles are tracked with 90-day breadcrumb history, enabling run-time analysis, proximity/off-route reporting, and geofence monitoring.

Administrators, dispatchers, planners, supervisors, and executives benefit from a real-time, interactive web dashboard with tabbed reporting for simultaneous analysis, historical trend review, and actionable insights. Out-of-the-box reports simplify NTD submissions and operational reviews, while rich historical datasets support long-term planning and system optimization.

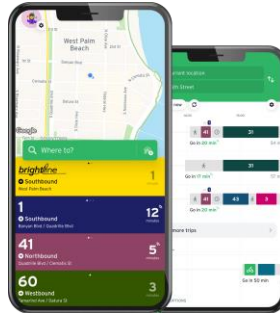
In short, SPOT transforms MUTD data into timely, actionable insights, empowering staff to optimize service, monitor compliance, and enhance the rider experience.

GTFS and GTFS-RT

ETA's GTFS-RT module delivers a modern, connected experience to MUTD's riders by enabling MUTD staff to manage GTFS static and GTFS-RT feeds as a single, reliable source of truth. The system complies with GTFS standards and best practices, handling routes, schedules, geometries, service calendars, and holidays while providing real-time Vehicle Position, Trip Updates, and Alerts.



Feeds are stable, machine-readable, and updated every 15 seconds or faster, conforming to GTFS/GTFS-RT and Protocol Buffer formats, with automatic schema updates as standards evolve. Built-in validation tools ensure accuracy and consistency, while careful versioning minimizes disruptions to third-party access, supporting seamless integration with Google Maps, Transit App, Apple Maps, stop signage, digital kiosks, websites, and mobile apps.



By delivering high-quality, predictive real-time data, ETA empowers riders to independently plan trips, check arrivals, and receive alerts—enhancing transparency, improving customer satisfaction, and reducing operational burdens on agency staff.

2.2.2 ITS Software – Optional packages

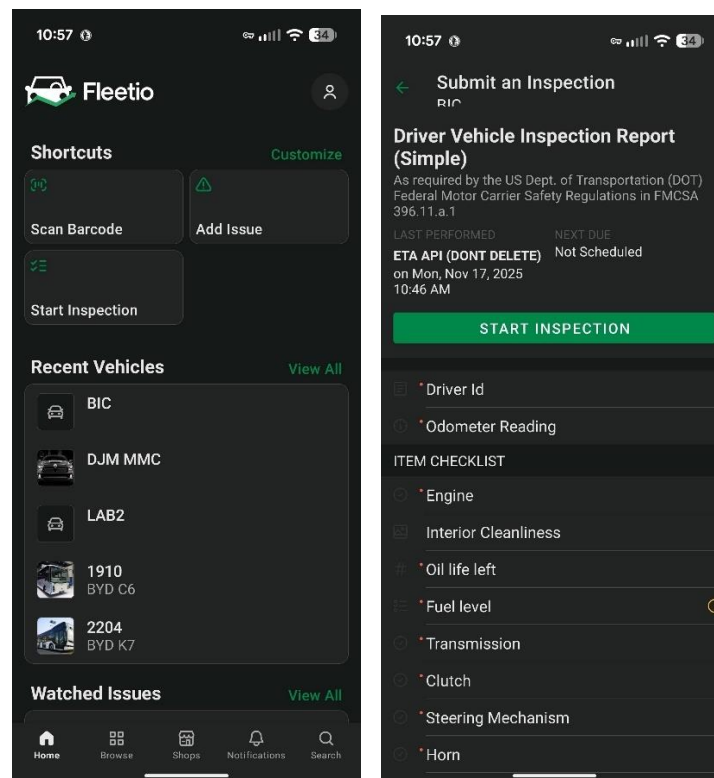
eDVIR - Pre/post inspection package powered by Fleetio®

For this project, ETA offers an optional component for pre/post trip inspection from our partners at Fleetio. This package also comes with Fleetio maintenance software tools and can be used to display google-maps based turn-by-turn directions.

ETA provides a digital Driver Vehicle Inspection Report (eDVIR) capability using **Fleetio®**, integrated with the SPOT platform and in use today at multiple transit agencies. This integration replaces paper-based inspection processes with a structured, mobile-first workflow while ensuring inspection results are visible to operations, dispatch, and maintenance in near real time.

Inspection Workflow

Drivers complete pre-trip and post-trip inspections using guided digital forms on a tablet or smartphone. The inspection process leads drivers through required checks in sequence, improving consistency and reducing missed items.

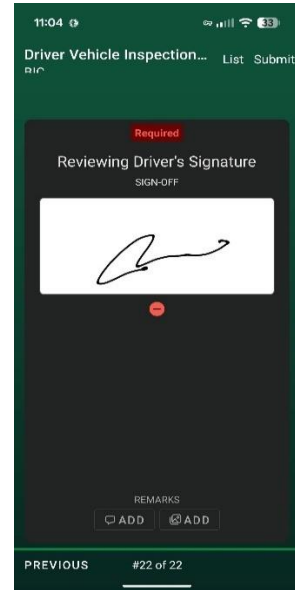
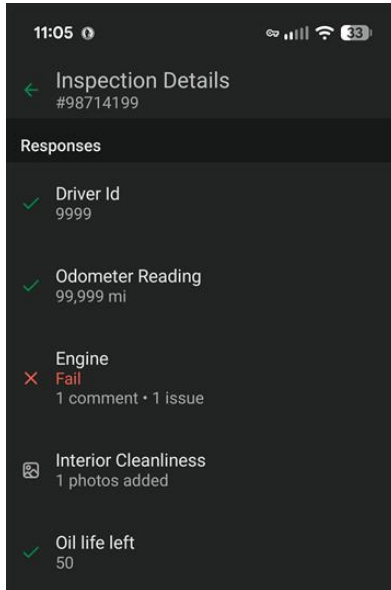
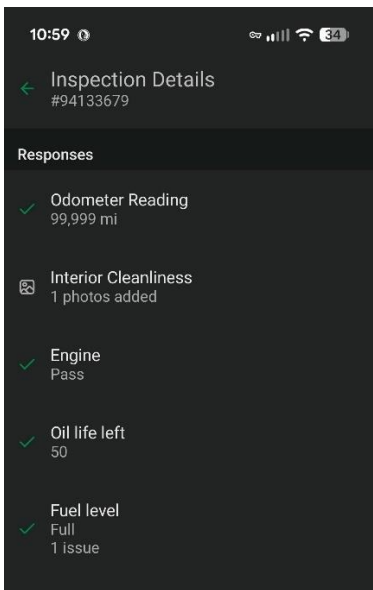


Inspection forms are configurable to align with MUTD’s specific requirements and operating practices. Individual inspection items can be structured to require a selection, a written comment, a photo, or a combination of inputs before the inspection can be submitted. Response types may include radio buttons, dropdown selections, or free-text entries, ensuring that critical information is captured consistently while allowing appropriate detail where needed.



When a defect is identified:

- ▶ Defects are recorded digitally, including comments and photos when applicable
- ▶ An alert is generated and surfaced within SPOT and Dispatch is notified for operational awareness
- ▶ Email notifications may be sent to a defined distribution list
- ▶ For MUTD, inspection alerts will also be passed through ETA's API to your fleet maintenance system





Operator Scheduling

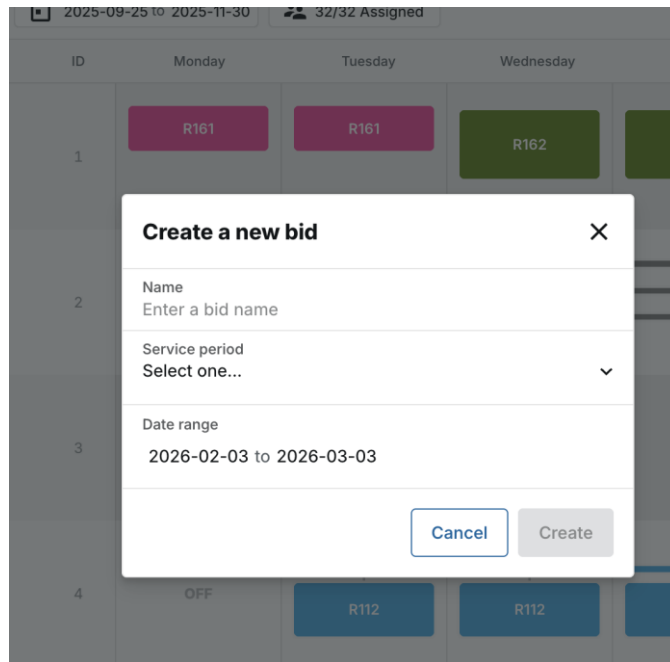
Regarding the Operator Scheduling components listed in the RFP, we understand these requirements to be “largely out of scope”. However, we have been in discussion with our partners at Via (Remix) about this project and can provide optional components to supplement your existing use of Remix Planning & Scheduling via this project. See below content from Via (Remix) that addresses some of the needs included in the RFP. (particularly Remix Operations).

Remix’s easy-to-use operations module is **fully integrated with Remix Scheduling**, MUTD’s platform of choice. Remix is designed to streamline day-of transit operations management, from bid assignment to daily planning, ensuring optimal efficiency, transparency, and adaptability. With its user-friendly interface and powerful features, Remix Operations will take MUTD’s existing Remix Scheduling platform to the next level. Our tools **save dispatchers time** and **speed up reporting**. Remix Operations fulfills the Specifications of Services Needed as listed in MUTD’s RFP under the category *Operator Scheduling*.

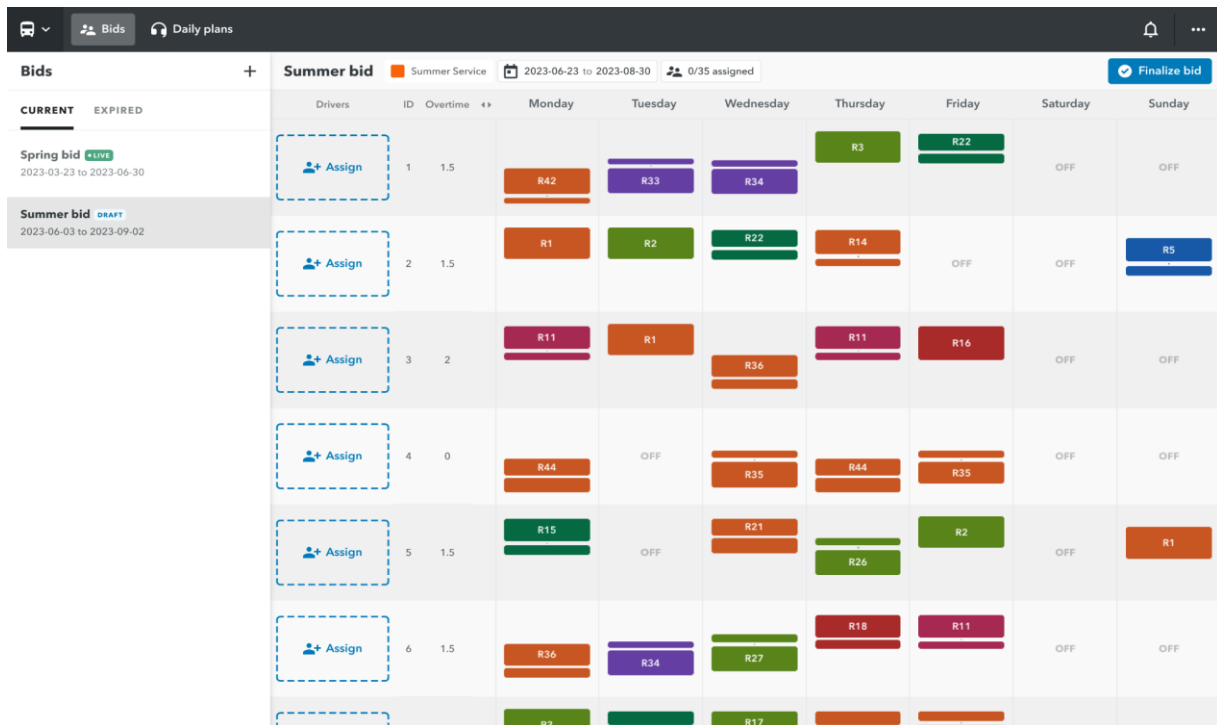
Operator Run-Picks/Bids, and Operator Shift/Relief Scheduling

Remix’s Solution: Remix supports the **creation, management, and export of operator run-picks/bids, and operator shift/relief scheduling**. Transit agencies can rely on Remix for the full end-to-end flow from long-range planning into live operations.

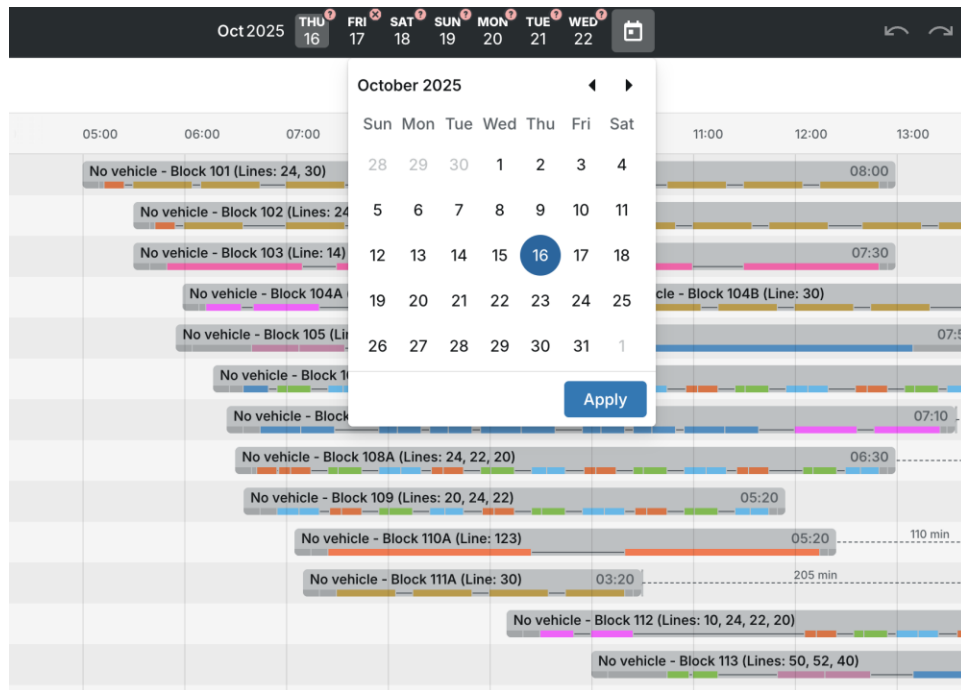
Our dynamic bid process management enables transit agencies to handle the bid process effortlessly with a user-friendly interface. In the **Bids** view in Remix, MUTD staff will be able to generate rosters, export bid sheets, and assign operators to rosters. MUTD will then be able to publish the rosters to **Daily Plans**, where shifts are visible at the day-of level. With this tool, MUTD can manage relief shifts, and reassign operators or move operators across work as needed.



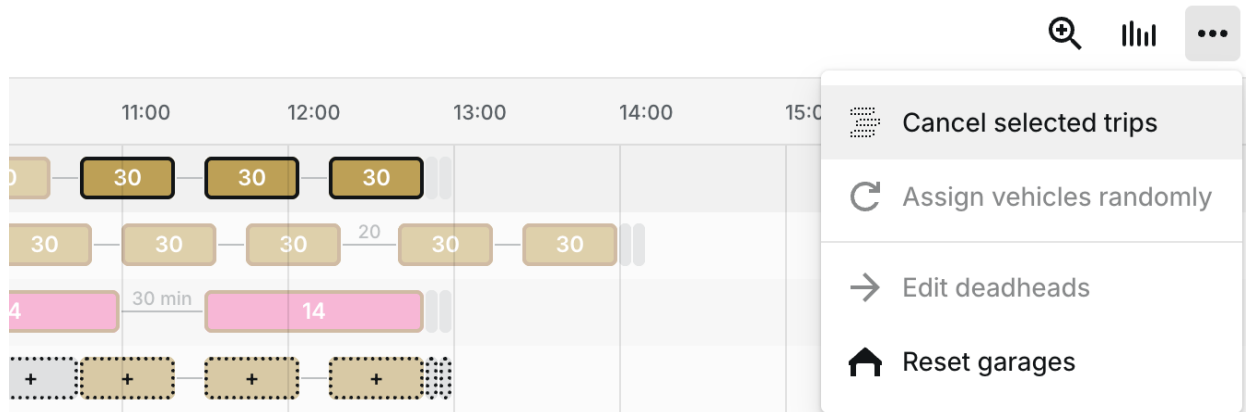
Creating a new bid



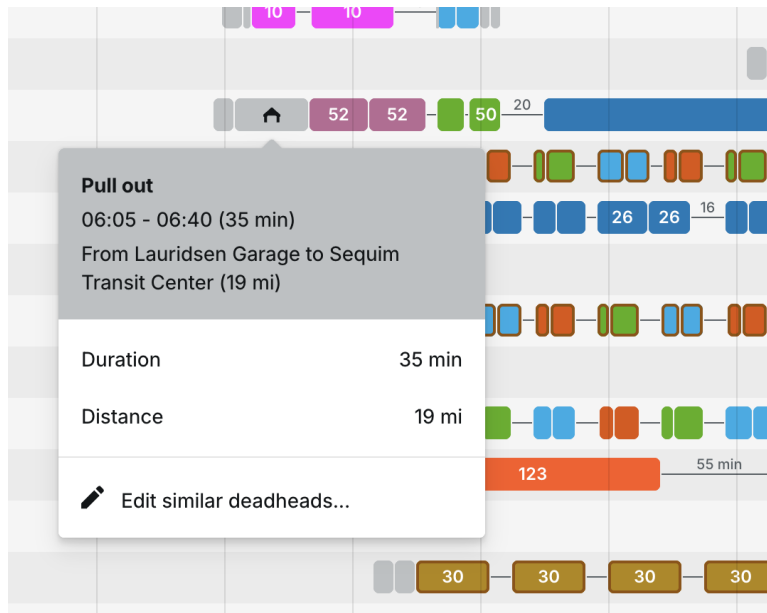
Managing bids and entering driver choices to streamline daily driver assignment



Shifting between dates



Canceling a trip



Viewing deadheads

Additionally, Remix fulfills MUTD’s requirement to “support route planning and vehicle/operator assignment for current date and future dates” as mentioned under the category *Computer-Aided Dispatch (CAD) and Automated Vehicle Location (AVL)*.

Why Remix?

- ✓ Remix ensures a **seamless and transparent process** for transit agencies, allowing staff to formally assign drivers to bids and swap drivers if the roster assignment changes.
- ✓ Remix allows transit agencies to **plan ahead for future services** by pre-planning future bids for services not currently in operation
- ✓ Remix provides transit agencies the ability to **learn from the past** by keeping a historical record of bids
- ✓ Remix ensures **accurate information** by maintaining an up-to-date list of drivers and displaying an error message if inactive drivers appear in the bid view

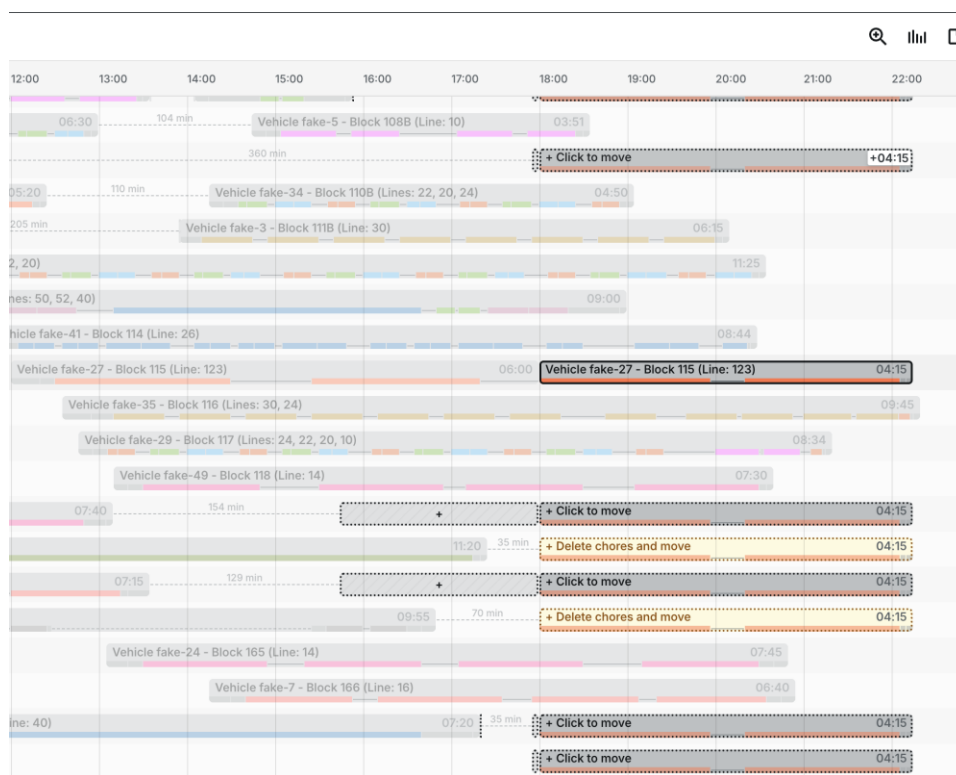
Alerts on Late/Missed Clock-ins/outs

Remix’s Solution: Remix integrates with a transit agency’s timekeeping system to provide **alerts on late/missed clock-ins/outs**. Remix surfaces timekeeping signals from integrated systems within day-of workflows. This will enable MUTD staff to easily see whether an operator has clocked in for his or her shift, and if an operator was late to start his or her work. Remix will commence the integration with timekeeping systems as soon as the contract is signed, with an expected development timeline of 6 to 9 months.

Why Remix? The reliability of a transit service depends on the timeliness of its operators. Remix’s seamless integration with timekeeping systems will ensure that MUTD staff **stay informed on the status of their operators**.

Daily Spareboard List

Remix’s Solution: Remix **generates daily spareboard lists**. Our solution allows users to digitally manage extra board operators directly in Remix. MUTD staff will be able to see a full list of spareboard shifts. Once an operator is assigned to an extra board roster, the operator will appear in Daily Plans.

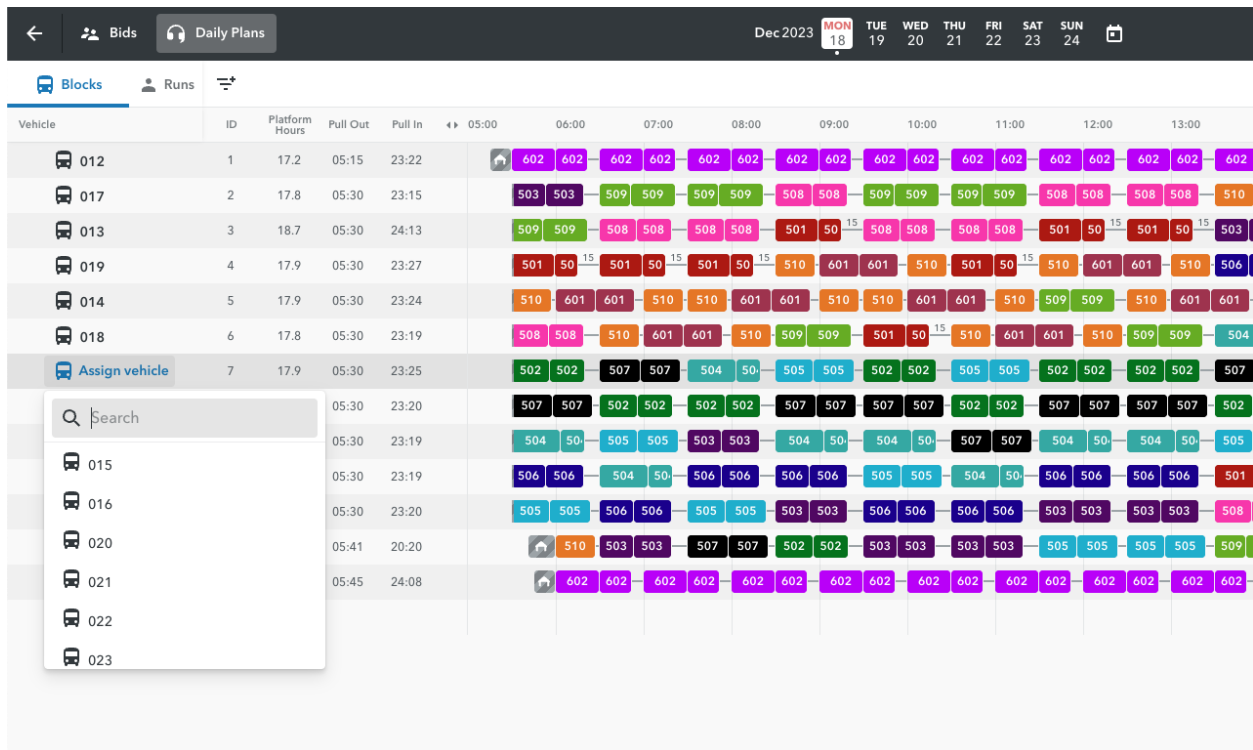


Moving work between drivers in Daily Plans

Why Remix? When operators are sick or otherwise call out unexpectedly, transit agencies need to be able to quickly **ensure full coverage for each operator’s shift with** an updated pool of spareboard operators.

Adding Unscheduled Work

Remix’s Solution: Remix **supports adding unscheduled work**. Our solution provides transit agencies with the flexibility of making day-of edits. Remix will enable MUTD to break up existing work and modify assignments. Plus, users can cancel work as needed in Daily Plans.



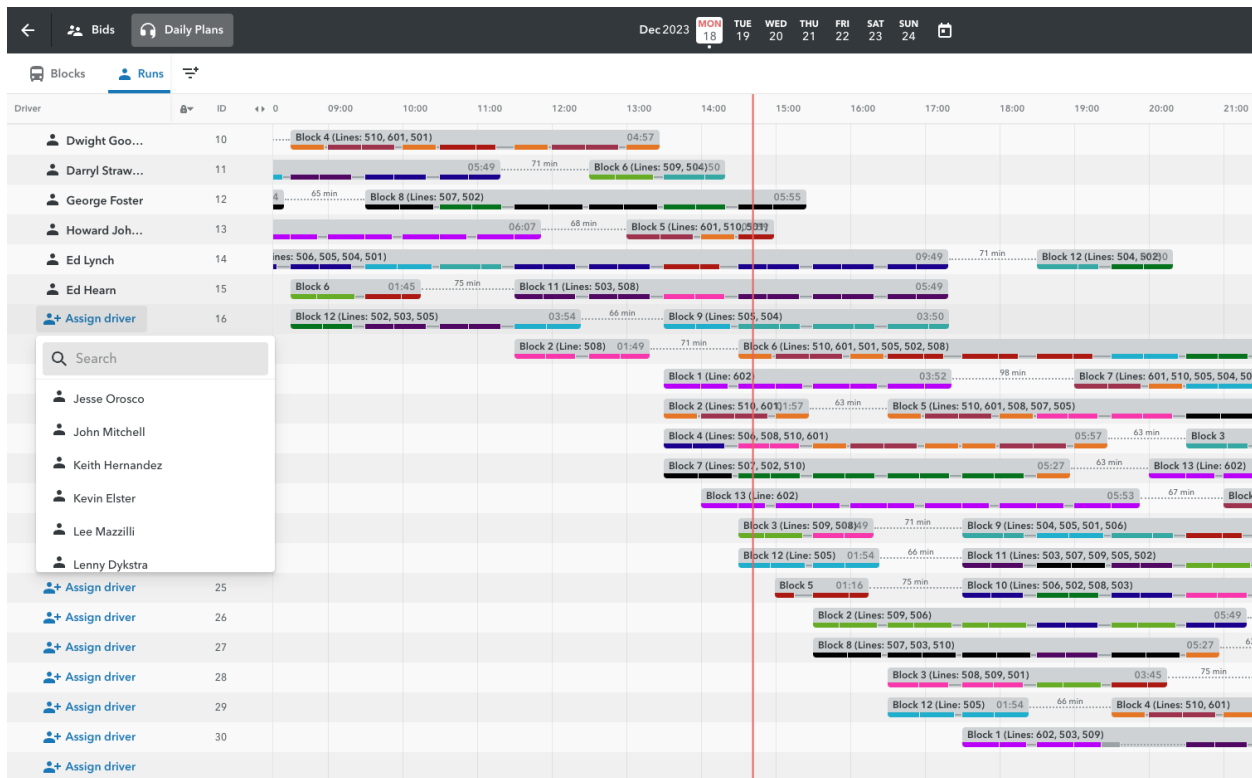
Changing work between vehicles if a bus has to come out of service

For less common unscheduled work scenarios, transit agencies will soon be able to add non-driving and ad-hoc work into Daily Plans.

Why Remix? Even the most carefully scheduled services face unexpected issues, such as a bus breaking down and requiring a replacement vehicle and operator. With Remix, transit agencies can make **last-minute adjustments to ensure consistent service.**

Managing and Assigning Spareboard Operators

Remix's Solution: Remix **supports managing spareboard operators and assigning available operators to open work.** Remix displays spareboard operators in the system. When there is open work that needs to be filled, dispatchers can assign available operators to shifts. In the case that an operator's shift is different from the original schedule, operators can be easily reassigned to reflect the actual work performed.



Assigning drivers to open runs or when there are call-outs

Why Remix? With Remix, **service gaps get filled faster** while ensuring fair and defensible assignments.

Reports on Hours Worked, Overtime, and Attendance

Remix's Solution: Remix **reports hours worked, overtime, attendance (daily, weekly, monthly)**. With Remix, transit agencies can create insightful reports based on the outcomes of daily plans in order to improve efficiency. Our solution allows transit agencies to track the number of hours worked by each operator, as well as any overtime hours. Additionally, through tested integrations, we ensure that MUTD will be able to track the attendance record of operators.



The screenshot displays a software interface for generating an operations report. On the left, a timeline from 06:00 to 10:00 shows various service segments represented by colored bars with numerical values (e.g., 30, 15, 25, 14, 10, 52, 26, 123, 30). On the right, a modal window titled "Operations report" contains the following text: "The operations report is an Excel file providing a summary of the actual vs. scheduled service delivered across the specified date range. It can be used to aid with NTD reporting requirements." Below this text, the "Date range" is set to "Nov 23 - Nov 30". A calendar for "November 2025" is shown with the dates 23 through 30 highlighted. The calendar includes a header with days of the week (Sun to Sat) and a grid of dates. At the bottom of the calendar are "Cancel" and "Apply" buttons.

Running an operations report

Why Remix? Pay management depends on the accurate tracking of historical hours worked by operators. Remix enables transit agencies to leverage dynamic reporting to **make informed decisions and continuously improve operational outcomes**.

Perfect Attendance and Punctuality Patterns

Remix's Solution: Remix **tracks perfect attendance and punctuality patterns**. Remix provides transit agencies with analytics from our seamless integration with time data. As operators work shifts, the system tracks whether operators clock in late or miss shifts, allowing transit agencies to notice patterns of issues or excellent behavior. With this information, MUTD will be able to take disciplinary action, as outlined in labor agreements, and reward reliable operators. Plus, our solution provides transit agencies with the information necessary to adjust schedules to solve chronic issues.

Why Remix? Transit agencies rely on the **accuracy of data**, including attendance and punctuality patterns, to effectively run their services.



Labor Law Compliance with Automatic Overtime

Remix's Solution: Remix enforces labor law compliance with automatic overtime rule application. MUTD relies on Remix Scheduling, which enforces labor rules and overtime constraints on Missoula's schedules. As Remix Scheduling integrates seamlessly with Remix Operations, these rules and constraints are already in place to ensure that the day-of operations of MUTD's buses are fully compliant with all regulations. For example, overtime calculations naturally flow from the block rules, run-cuts, and rostering constraints in Remix Scheduling.

Why Remix? Our solution ensures that operators are **paid correctly** and transit agencies **stay compliant**, without the need for error-prone manual calculations.

Audit Trail

Remix's Solution: Remix provides a detailed audit trail for time record changes and user activities. Our solution provides options for tracking and reporting system activity and changes. MUTD will be able to generate audit information on request. Alternatively, MUTD will have the option to access audit information on a periodic basis, such as monthly.

Why Remix? Remix provides transit agencies with **accountability and visibility** into decisions that were made. With this information, transit agencies are equipped to handle disputes, grievances, arbitrations, and internal and external audits.



2.2.3 Contract and Support

Vendor Responsibilities

For MUTD, this project is not simply about deploying hardware and software. It is about selecting a long-term partner who will stand behind the entire solution—commercially, technically, and operationally—for years to come. ETA Transit assumes full responsibility for delivering, integrating, supporting, and continuously improving the complete system under one unified agreement. MUTD will not be managing multiple vendors, navigating overlapping scopes, or reconciling conflicting answers. From day one, ETA serves as the single accountable entity—commercial lead, technical authority, and lifecycle steward.

Our structure is intentionally simple: one agreement governing all deliverables, one leadership team overseeing execution, and one clearly designated relationship manager guiding MUTD through the life of the program. ETA functions as the prime integrator and system authority for every component we provide—hardware, software, field services, and ongoing support. If specialized partners are engaged for specific field activities, their involvement is transparent, coordinated, and fully managed by ETA. Responsibility never shifts away from us.

Project Philosophy

All project costs, including integration with existing hardware and software, warranty and ongoing system maintenance and support are incorporated into our price proposal. Detailed equipment specifications, communication standards, and per-unit pricing are provided to support budgeting, evaluation, and long-term asset planning.

ETA's architecture is modular and built around commercially available components that allow our customers to achieve true system ownership and buy-in to maintaining your investment. Our platform is engineered to operate within MUTD's existing IT framework, onboard hardware, and backend systems while remaining flexible enough to accommodate future tools and emerging technologies. Detailed interface documentation and protocol information are provided to support both current integrations and future expansion. Software enhancements, patches, and performance updates are included throughout the contract term.

Our philosophy is simple: the system should improve—not deteriorate—as it matures in the field.

Warranty & Support

Our commitment goes beyond service tickets, supporting MUTD is a priority for our entire team, from leadership to front-line support.

At ETA Transit, customer service is the foundation of our partnerships. We measure our success by the operational success of the agencies we serve, which is why we maintain a 96% renewal rate when given the choice and an industry-leading NPS score of 78. These metrics are not abstract; they are the result of consistently delivering on promises, exceeding expectations, and building trust over decades.



More than half of surveyed customers reported a 50% or greater drop in support tickets and troubleshooting calls after switching to ETA Transit from their previous vendor. (July 2025)

ETA is privately held and fully independent. This allows us to focus exclusively on customer outcomes instead of quarterly targets or investor demands. Our leadership team is hands-on and accessible, often directly involved in resolving technical or operational challenges. This personal investment in client success has earned us long-standing relationships, many of our deployed hardware remain in active service well beyond a decade.

MUTD will be assigned a dedicated Project Manager (Josh), Customer Success Manager (Noelle) and Senior Account Executive (Evan) who will all serve as the key point of contact during various stages of the partnership. This ensures continuity, accountability, and a clear escalation path. All staff will work in close coordination with our U.S.-based support team, which is staffed by seasoned transit technology professionals who have worked directly with systems like yours. Calls and support tickets are answered by people who understand the transit environment and can address most issues immediately, often within minutes, not hours or days.

Our support structure is proactive, not reactive. We continuously monitor system performance and data integrity, address potential issues before they escalate, and deliver regular updates to improve functionality without disrupting operations. This includes pushing software enhancements and applying lessons learned from more than 100 mid- to large-scale deployments across mixed fleets, so your agency benefits from strategies proven in similar environments.

Choosing ETA means partnering with a company that delivers the right solution the first time—and then supports it for the life of the system. We provide:

- Responsive, U.S.-based support with direct access to subject-matter experts
- Proactive performance monitoring and system optimization
- Proven experience from similar agencies facing the same challenges
- Long-term commitment demonstrated by exceptional renewal rates and customer satisfaction

From the day your system goes live to the day you choose your next generation of technology, ETA is there to ensure your agency continues to meet its service goals, improve rider satisfaction, and operate with complete confidence in the tools you rely on every day.

Warranty overview

When you choose ETA as your transit partner, we want your experience to be as painless and efficient as possible. We underscore our commitment to providing unparalleled ownership experience with the following key warranty promise



- A 60-day guarantee on system installation
- A two-year warranty on ETA-installed system hardware and software for equipment failure and software issues as outlined within ETA's Service Level Agreement (SLA)
- Free software updates and patches for the life of the contract

Additionally, ETA provides an optional annual extended warranty through year five (5).

Coverage details:

- **Hardware:** Should ETA-installed equipment fail at any point during the warranty term of the agreement, we will replace it with a similar or equivalent product.
- **Software:** Any updates or upgrades to licensed ETA software will be immediately available for your application in your environment. This policy ensures you always have access to the latest technology releases and current software functionality.
- **Installation:** ETA guarantees the installation of its onboard system for sixty (60) days from vehicle acceptance. Should any defects in quality be discovered, we will assume the cost of remedy to the installation issue. This warranty does not cover the cost of any user alterations or modifications to the initial installation.

Support overview

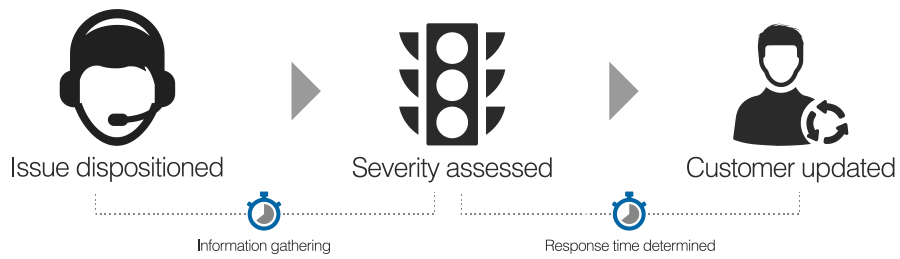
Should something not function as expected, ETA has developed a comprehensive information technology policy to help protect your investment, provide answers to your questions, and get your operations back on the road as quickly as possible.

- **Maintenance and repair:** ETA will deliver peace of mind through the availability of an online reporting tool (etatransit.zendesk.com) to log any system issues you encounter. You tell us what difficulties you have encountered, and we will respond within one business day with a progress report identifying the cause and present viable solutions. For urgent requests, please call us day or night at (561) 288-1932.
- **Disaster recovery:** Your configuration and route data are backed up off-site daily to nearby cloud-based servers. This feature ensures a continuation of care and safeguards to ensure that your critical data is protected and that recovery from a hardware error does not cost you precious time. Should something happen, we can restore data from other regional servers within moments.
- **Privacy policy:** Security is of paramount concern to ETA Transit. The data of our clients (and their clients) remains protected by up-to-date security practices, secure from outside entry. We never divulge confidential information to third parties, so the names, contact information, and system data remain safe and private, accessible only by those to whom you grant access. Visit etatransit.com/privacy to view our complete privacy policy.
- **Security:** Firewall ACLs protect ETA systems. We limit open ports to only those required for essential system operation with a quarterly rotation of all system passwords to enhance overall security.
- **Technical support and field repairs:** The ETA team understands that technical support, including a 24x7 toll-free technical support phone line, will be provided during the contract. The ETA team further understands that installation support, including licensing and software updates, will be provided during the contract. Issues that are not resolved by level 1 prompt the technical support representative to escalate the problem to level 2 support. The ETA team is committed to assisting MUTD with fault diagnosis and repairs.

Stage 1



Stage 2



Stage 3



ETA's support process helps diagnose potential issues and defines achievable expectations for resolution.



Training

At ETA Transit, training is not an event, it is a structured change-management process designed to ensure MUTD staff are confident, self-sufficient, and fully prepared to leverage the SPOT ITS system from day one. Our approach is outcome-driven: operators run routes accurately, dispatchers manage service in real time with confidence, planners refine service using actionable data, administrators make informed decisions, and maintenance staff resolve issues quickly and independently.

All training can be conducted **on-site at the MUTD facility**, using MUTD vehicles, routes, schedules, and GTFS data to ensure every lesson directly reflects real-world operating conditions. Supplemental delivery methods are available to accommodate staffing schedules, shift work, and evolving needs.

Training Philosophy and Methodology

Our methodology is built on four principles:

1. **Role-Based Instruction** – Every participant receives training specific to their daily responsibilities.
2. **Immediate Application** – Classroom instruction is reinforced with next-day, real-world vehicle and system practice.
3. **MUTD-Specific Context** – All exercises use MUTD routes, stops, schedules, detours, policies, and reporting expectations.
4. **Repetition and Reinforcement** – Customer Experience Advocates (CEAs) shadow staff during live practice to reinforce best practices and build confidence.

The result: high adoption, fewer support calls, and strong in-house expertise beyond go-live.

Comprehensive Role-Based Training Plan

ETA's training program for the SPOT ITS system is designed around one central goal: ensuring every MUTD employee understands how the system makes their job easier—and sees its value from day one.

Rather than delivering generic system instruction, we organize training by job role so each team member learns only what is relevant to their daily responsibilities. This focused, practical approach builds confidence quickly, reduces resistance to change, and accelerates adoption across the organization.



Operators learn how SPOT simplifies route execution and communication. Dispatchers gain real-time visibility and control. Planners see how accurate data improves service design. Administrators access meaningful performance insights. Maintenance staff understand how to support the onboard technology efficiently.

By aligning instruction to real-world responsibilities and MUTD’s specific workflows, staff remain engaged, training time is used efficiently, and employees leave each session confident, not overwhelmed. The result is stronger buy-in, smoother go-live, and a system that becomes an integrated part of daily operations rather than “new technology” to manage.

ETA SPOT Training Curriculum includes the following role-based sessions:

- Planner
- Operator (driver)
- Dispatcher
- Administrator
- Maintenance

Administrator training overview:

ETA’s Administrator Training is designed to empower MUTD leadership with clarity, confidence, and control over system performance. Rather than simply demonstrating report features, this session focuses on how SPOT transforms operational data into actionable insight that supports better decision-making, accountability, and service improvements.

Administrators learn how to interpret and validate the data that drives performance conversations—ensuring reports reflect accurate schedules, proper vehicle sign-ins, correct route execution, and fully functioning equipment. By understanding how system inputs translate into performance outputs, leadership gains confidence in the integrity of the information they are using.

The training centers on the outcomes that matter most to MUTD:

- Monitoring on-time performance and daily schedule reliability
- Evaluating schedule adherence and headway consistency
- Reviewing driver performance trends
- Validating serviced stops and stop times
- Analyzing APC ridership and APC accuracy
- Reviewing fare counts and operational exports
- Conducting post-processing when necessary

By the conclusion of the session, administrators will be able to independently generate, interpret, and act on performance reports that directly impact service quality and customer satisfaction. More importantly, they will understand how to use SPOT as a management tool—not just a reporting system, strengthening organizational accountability and reinforcing staff buy-in across departments.



Dispatcher training overview:

ETA's Dispatcher Training is built around a single outcome: giving MUTD dispatchers the confidence and real-time control they need to manage service proactively—not reactively.

Rather than focusing on system features alone, this session demonstrates how SPOT becomes the dispatcher's central command center—providing visibility, communication tools, and actionable data to keep service running smoothly.

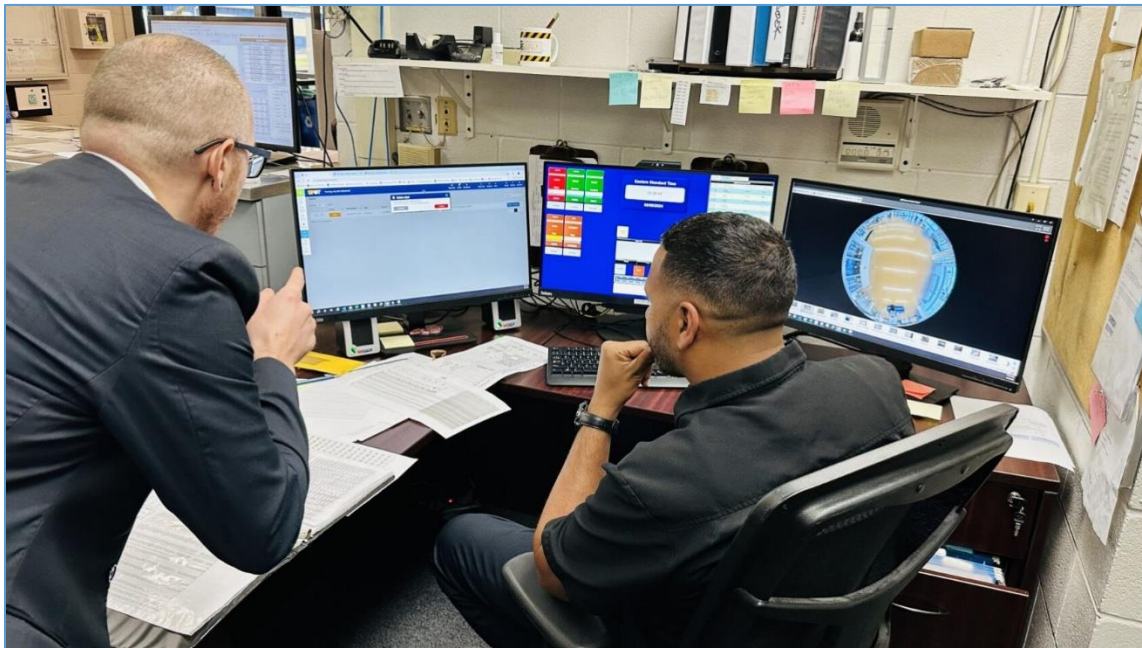
Dispatchers learn how to:

- Monitor vehicles in real time through intuitive map and asset views
- Quickly identify and respond to off-route, no-GPS, or service exceptions
- Assign vehicles and drivers with confidence
- Communicate instantly with operators using integrated messaging
- Validate route execution, proper sign-in, and equipment status
- Review vehicle history, arrival/departure data, and passenger counts
- Use Instant Replay and reporting tools to investigate service events
- Monitor on-time performance and daily schedule reliability

Training scenarios are based on real MUTD routes and operating conditions. Dispatchers work through “a day in the life” exercises that simulate detours, missed stops, operator questions, and service adjustments—reinforcing how each module supports decision-making in live operations.

Equally important, the training emphasizes data validation and system awareness. Dispatchers learn how proper route setup, working equipment, and correct operator procedures directly influence reporting accuracy and service reliability. This transparency builds cross-department accountability and strengthens organizational buy-in.

By the end of training, MUTD dispatchers are not just navigating a system—they are confidently managing service performance, reducing uncertainty, improving communication with operators, and contributing directly to improved on-time performance and customer satisfaction.



Dispatcher training equips MUTD staff with the tools and knowledge to manage routes, detours, and real-time operations with confidence and control

Operator training overview:

ETA's Operator Training is designed around one priority: ensuring MUTD operators feel confident, supported, and in control when using SPOT in live service. Rather than overwhelming drivers with technical detail, this session focuses on how the system supports their daily responsibilities—making route execution clearer, communication easier, and performance expectations more transparent.

Operators receive hands-on instruction with the Mobile Data Terminal (MDT) inside a MUTD vehicle, reinforcing practical, real-world application. Training emphasizes:

- Proper login and route/service selection
- Understanding how accurate sign-in impacts reporting and service reliability
- Using driver messaging to communicate clearly with dispatch
- Navigating fare category selection (if equipped)
- Managing electronic passenger counting
- Triggering and validating automated announcements
- Understanding on-time performance and anti-bunching tools (if enabled)



- Using system status and load reset procedures
- Managing digital manifests for demand-response (if applicable)

Just as important, operators learn how their actions—proper login, correct route selection, consistent stop servicing—directly influence schedule adherence reporting and customer-facing real-time information. This transparency builds trust in the system and reinforces their critical role in delivering reliable service.

The session concludes with an overview of the public-facing website and app so operators understand exactly what riders see, strengthening alignment between field operations and passenger experience.

By the end of training, MUTD operators are not just trained on equipment—they understand how SPOT supports them, protects them through accurate data, improves communication with dispatch, and ultimately enhances the rider experience. That understanding drives confidence, accountability, and long-term staff buy-in.



Hands-on training ensures MUTD staff are confident and self-sufficient, building in-house expertise that lasts beyond go-live

Maintenance training overview:

ETA's Maintenance Training is designed to create self-sufficiency, reduce downtime, and ensure MUTD retains full operational control of its onboard technology.

Rather than simply reviewing hardware components, this session focuses on giving maintenance staff the practical knowledge and hands-on experience needed to confidently support, diagnose, and resolve issues in the field—without unnecessary vendor dependence.

Training is conducted directly on MUTD vehicles and equipment so technicians work with the actual configurations they will support. The session emphasizes:

- Understanding the overall ITS architecture and how components interact
- MDT power, wiring, connections, and proper mounting standards
- Vehicle Logic Unit functionality and integration points
- Automatic Passenger Counter (APC) sensors, calibration, and validation
- Onboard announcement systems and audio troubleshooting
- Interior signage and head sign integration
- Structured troubleshooting procedures and diagnostic workflows
- Preventative maintenance best practices

Technicians also learn how proper installation and calibration directly affect reporting accuracy, passenger information reliability, and overall system performance. This visibility into the operational impact of their work reinforces their critical role in service delivery.

By the conclusion of training, MUTD maintenance staff will be equipped to:

- Perform first-line troubleshooting independently
- Identify root causes efficiently
- Minimize vehicle downtime
- Maintain data integrity through proper calibration and configuration

The result is stronger internal capability, reduced service interruptions, and long-term staff confidence in supporting SPOT ITS as an integrated part of MUTD's fleet infrastructure.

Planner training overview:

ETA's Planner Training is built to empower MUTD planners as system architects—not just system users. The focus is on giving planning staff full ownership of service design, data accuracy, and real-time system performance so they can confidently manage change without vendor dependence.



Rather than concentrating solely on software navigation, this session demonstrates how SPOT directly supports better service planning, faster detour implementation, cleaner GTFS management, and more accurate rider information.

Using MUTD's live data, planners receive hands-on instruction in:

- Importing, validating, and exporting GTFS
- Creating and modifying routes, patterns, and stops
- Building and editing schedules and blocks
- Managing destination codes and advanced announcements
- Configuring service messages and detours
- Using Route Planner and Map tools to visualize changes
- Managing users, assets, and system settings
- Understanding how configuration decisions affect dispatch, reporting, and passenger-facing tools

Training also connects planning decisions to operational outcomes. Planners see how properly configured routes improve on-time performance tracking, how accurate stop placement ensures reliable arrival predictions, and how well-managed announcements enhance the rider experience.

By reviewing reporting and instant replay tools, planners gain insight into how service performs in the field—allowing them to refine schedules based on real-world data rather than assumptions.

At the conclusion of training, MUTD planners will be able to independently manage service changes, maintain GTFS accuracy, implement detours quickly, and support continuous service improvement. This level of ownership strengthens cross-department alignment, builds internal expertise, and drives long-term organizational buy-in for SPOT ITS as a mission-critical planning tool.

Duration of training

ETA will consult with MUTD on the scope and timing to develop a customized educational program designed around staff availability, roles, and specific areas of interest. In most cases, the SPOT training program takes around one week to adequately provide in-class and vehicle-based training.

Day one	Day two	Day three	Day four	Day five
Planners	Dispatch	Dispatch	Planners	Maintenance
Operators	Operators	Operators	Administrator	Maintenance
				Operators

Classroom
 Real-world

A sample instructional schedule based on a five-day training plan
 ETA will work with your team to develop a right-sized curriculum for your situation.

Bus in a Box

To further strengthen staff confidence and accelerate system adoption, ETA offers a portable “Bus-in-a-Box” (BiB) solution that brings the full onboard experience into a controlled training environment.

The BiB replicates the vehicle technology environment in a compact, ruggedized case, allowing MUTD staff to interact with core SPOT components without taking a revenue vehicle out of service. This enables hands-on learning, troubleshooting practice, and workflow testing in a low-pressure setting—before or alongside live deployment.

The unit can include the same onboard technologies installed across the fleet, such as the Vehicle Logic Unit (VLU), Mobile Data Terminal (MDT), infotainment display, pre/post-trip mobile device, microphone for radio integration, speakers, covert alarm, and interior LED indicators.

By providing a realistic simulation platform, the BiB supports several customer-focused outcomes:

- Accelerated operator and maintenance proficiency
- Safe practice for new hires or refresher training
- IT and maintenance troubleshooting drills without service disruption
- Reduced downtime during onboarding or retraining
- Increased comfort with system functionality prior to go-live

The result is stronger staff buy-in, improved retention of procedures, and a smoother operational transition—ensuring that when SPOT goes live across the fleet, MUTD teams are already confident and prepared.



Bus in box - Portable training aid for on-board bus technologies

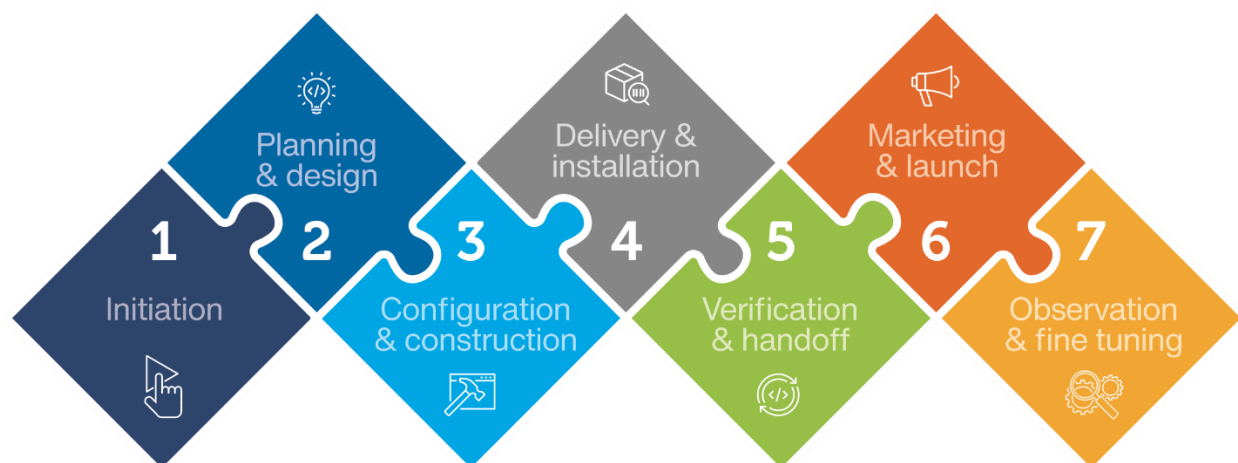
Implementation

ETA Transit’s implementation approach is built around one objective: deliver a fully operational, fully validated CAD/AVL system that MUTD staff trust on day one—and that performs reliably for years to come.

With more than 100 successful deployments since 2003, ETA combines disciplined project management, hands-on collaboration, and rigorous quality assurance to ensure MUTD’s entire fleet is properly equipped, software is correctly configured, and every component is verified before formal acceptance.

Within six months of Notice to Proceed (if desired), MUTD will have a fully installed, tested, and operational SPOT ITS platform—ready for Go-Live and formally accepted.

ETA deployment strategy:



Phase 1 – Initiation and Technical Foundation

Immediately upon Notice to Proceed, ETA activates the MUTD administration portal and begins collaborative planning.

Key Outcomes:

- Early access to the SPOT console for configuration and validation
- Fleet-wide site survey to document vehicle types and installation requirements
- GTFS import and validation with MUTD planners
- Hardware design drawings and installation schematics for MUTD approval

During Weeks 2–3, ETA conducts an onsite fleet assessment, working directly with MUTD maintenance and IT staff to determine equipment placement, power access, antenna routing, and mounting standards. Before proceeding to installation, MUTD reviews and signs off on:

- Block diagrams
- Hardware locations



- Bill of materials
- Configuration strategy
- No equipment is installed without MUTD design approval.

Phase 2 – Hardware Preparation and Secure System Configuration

Fleet Hardware Preparation

Using approved designs, ETA configures and tests all onboard equipment in our lab environment prior to shipment. Each kit is:

- Pre-configured
- Firmware validated
- Bench tested across hardware configurations
- Serialized and documented

Secure Data Handling and Conversion

Where applicable, ETA securely manages data migration and conversion from legacy systems.

- Data transfers occur via secure, encrypted channels
- Access is role-based and permission-controlled
- All GTFS, configuration files, and system credentials are handled under strict internal data governance standards
- No sensitive data is stored outside secure ETA-controlled environments

This ensures data integrity and compliance throughout implementation.

Phase 3 – Fleet-Wide Hardware Installation (Hands-On Training Included)

ETA will outfit the entire MUTD fleet with required hardware, including MDTs, vehicle logic units, antennas, signage integrations, and related components.

Installation is not a “black box” process. MUTD maintenance staff will participate directly alongside ETA installers, gaining hands-on training in:

- Proper mounting and wiring procedures
- Power and grounding standards

- Antenna placement and calibration
- Troubleshooting best practices

This approach ensures MUTD technicians are prepared to support the system long after closeout.

Installation Verification Process

Each vehicle undergoes:

1. Pre-install checklist validation
2. Hardware installation per approved diagrams
3. Static functionality testing
4. Dynamic road test on a MUTD-designated test loop
5. Photographic documentation and checklist completion

No vehicle is returned to service until installation and testing are verified. MUTD has real-time visibility into installation progress through shared project dashboards and weekly status meetings.



An example of a recent tablet replacement to ETA's SPOT



Phase 4 – Software Deployment and IT Integration (Hands-On Training Included)

ETA supports full software installation and configuration in collaboration with MUTD IT staff. IT Collaboration Includes:

- User account provisioning
- Role-based permissions setup
- Network configuration review
- Console access validation
- GTFS-RT feed configuration
- Public-facing API coordination

MUTD IT staff work directly with ETA engineers during system configuration to ensure complete knowledge transfer. By project midpoint, MUTD IT personnel will be fully capable of administering user roles, managing configurations, and understanding system architecture.



Collaborative planning between ETA and MUTD staff ensures every milestone is aligned, every risk is tracked, and every deployment detail is built around your operations.

Phase 5 – System Verification Prior to Acceptance Testing

Before entering formal acceptance testing, ETA confirms that:

- All fleet vehicles are installed and reporting properly
- Onboard equipment passes static and dynamic validation
- Dispatch consoles are operational
- Reports generate accurately
- GTFS and route data are validated
- Passenger information feeds are functioning
- All hardware operates per specification

A senior ETA technician conducts independent QA spot checks across installations to verify compliance and consistency. Only after all components are sufficiently operational will ETA recommend proceeding to formal acceptance testing.

Acceptance Testing Plan and Procedures

ETA will submit a comprehensive Acceptance Testing Plan to MUTD no less than two (2) weeks prior to scheduled testing.

The plan will include:

- Detailed test scripts
- Compliance matrix mapped to RFP requirements
- Functional test procedures
- Hardware inspection checklist
- Performance benchmarks
- Test schedule and duration
- Roles and responsibilities
- Documentation templates

Testing will not begin until MUTD formally approves the plan.

Formal Acceptance Testing

Following MUTD sign-off on the Acceptance Testing Plan, ETA will conduct structured testing in coordination with MUTD representatives.

Testing Components



1. Hardware Verification
 - Physical inspection per specifications
 - Mounting compliance
 - Power integrity
 - Peripheral integration
2. Functional System Testing
 - Real-time tracking accuracy
 - Messaging functionality
 - Schedule adherence reporting
 - APC data validation
 - Alert functionality
 - Data exports
3. Performance Validation
 - System uptime confirmation
 - Latency thresholds
 - Reporting accuracy

MUTD Validation of RFP Compliance

MUTD will validate that:

- All contractual requirements are met
- Equipment matches approved specifications
- Functional requirements operate as proposed
- Performance standards are satisfied

ETA will provide documentation to support compliance review, including test logs, inspection reports, and performance results.

Pilot Operations and Final Acceptance

ETA recommends a structured fleet pilot to validate performance in live service conditions.

During the pilot phase:

- Performance metrics are monitored daily

- Configuration refinements are applied as needed
- Any punch list items are documented and resolved

Once all components are confirmed fully operational and MUTD confirms successful user acceptance testing, ETA will coordinate:

- Final Acceptance Test
- A final validation confirming:
- All punch list items resolved
- All vehicles operational
- All reporting validated
- All integrations functioning

Formal Project Acceptance

Upon successful completion of user acceptance testing and confirmation that all system components meet specifications, MUTD will issue formal acceptance.

At this point:

- Warranty periods commence
- Project documentation is finalized
- Transition to ongoing Customer Success support occurs
- Project closeout documentation is delivered

Defined Success for MUTD

At project completion, MUTD will have:

- The entire fleet equipped and validated
- IT staff trained and empowered to manage system configurations
- Maintenance staff trained through hands-on installation participation
- Fully operational dispatch, reporting, and passenger information systems
- Verified compliance with all RFP requirements
- Securely migrated and protected system data
- Documented acceptance testing and performance validation



ETA's disciplined, transparent, and collaborative deployment strategy ensures MUTD receives not only a functioning system—but a verified, accepted, and confidently adopted operational platform ready to serve the community.

Project Cadence and Schedule

Your dedicated Project Manager will host weekly recurring project status meetings. These meetings will serve as a platform for open communication, collaboration, and progress tracking. The specific cadence of these meetings will be defined during the kickoff meeting, ensuring optimal alignment with project timelines and stakeholder needs.

Each meeting will be approximately an hour long, providing ample time for comprehensive updates, discussions, and decision-making. The agenda will be tailored to address key project areas, including:

- Progress updates: Detailed reports on project tasks, milestones, and deliverables.
- Risk assessment: Identification and mitigation of potential challenges.
- Decision-making: Addressing key issues and making informed choices.
- Action item tracking: Assigning responsibilities and monitoring progress on tasks.

Phase	Month						
	January	February	March	April	May	June	July
Initiation	✓						
Planning	✓						
Construction	✓	✓	✓				
Delivery			✓	✓			
Verification			✓	✓	✓		
Marketing					✓		
Launch					★		
Observation					✓	✓	✓

SAMPLE Implementation Schedule (TBD based on MUTD timeline)

AVL Transition

ETA has extensive experience managing transitions from third-party AVL providers to our SPOT platform. Our proven migration process ensures continuity of operations, minimizes service disruptions, and respects your investment in existing systems.

As soon as SPOT is installed on a vehicle, that bus is live in the new system, there's no lag or downtime. We typically average 3–4 bus installations per day, and throughout the transition period, Clever Devices can remain active for all unconverted



vehicles. Both systems can run concurrently, with their equipment and ours mounted side-by-side to preserve current operations.

ETA fully supports MUTD's approach and is happy to work collaboratively with Clever to ensure a smooth transition for as long as needed. ETA will provide a GTFS-RT feed that can integrate with existing public-facing tools, so real-time information remains consistent and reliable, whether it's coming from ETA, Clever or both.

To support dispatch continuity, MUTD can continue dispatching using existing system while your SPOT ITS is gradually phased in. We'll provision early access to your SPOT console for one dispatch station, enabling live monitoring of SPOT-equipped vehicles while the remaining team operates as usual. Once a critical mass of vehicles is converted, we'll work with MUTD to complete the transition of all dispatch operations.



Key personnel and their commitment to the project

Project team

We have assembled a highly skilled and experienced team to lead your SPOT deployment. In addition to ETA's core project team, MUTD will have the support of specialists across customer success, engineering, sales, and other key departments, ensuring a seamless implementation and ongoing success.



Project Manager

Joshua Adler

Josh will serve as MUTD's dedicated project manager, responsible for overseeing the implementation from Notice to Proceed through system go-live and beyond. Known for his hands-on leadership, structured communication, and detailed execution plans, Josh brings the experience and discipline required to deliver complex transit technology projects on time and within scope. He will be your primary point of contact throughout the deployment, providing continuity, accountability, and proactive coordination every step of the way. Highlights of Joshua's experience:

- Successfully managed over 45 CAD/AVL deployments nationwide, totaling more than \$22 million in project value over the past five years
- Certified in executive-level project management through the Project Management Institute (PMI)
- Specializes in high-performance rollouts involving AVL, APC, and onboard hardware across mixed vehicle fleets
- Provides detailed project plans with milestone tracking, risk mitigation strategies, and collaborative timeline management
- Works directly with customer stakeholders, installers, and technical teams to ensure installation quality and configuration accuracy
- Ensures all MUTD stakeholders, from dispatch to executive leadership, are fully trained and supported before and after launch

Josh's proven approach to project delivery reflects ETA's commitment to long-term customer success and ensures your system will be fully configured, tested, and ready for operation by the targeted launch date of Month, Day, Year



Senior Account Executive

Evan Smith

Evan brings over 15 years of experience in both the public and private sectors of the transit industry. Evan will support MUTD's project as a knowledgeable and responsive partner who understands agency needs. As a former transit manager and now a trusted advisor to agencies across the country, Evan plays a key role in guiding ETA's customers through successful AVL and APC implementations, including post-deployment support and optimization. Highlights of Evan's experience:

- Led agency-side grant-funded procurements and technology deployments as a former transit manager

- Managed daily operations and strategic planning to improve service reliability and compliance
- Partnered with agencies of all sizes to implement scalable mobility solutions
- Aligning technology with operational goals to enhance the rider experience
- Acts as a regional point of contact, bringing local availability and insight to MUTD's project
- Provides continuity of support throughout implementation, onboarding, and performance reviews

Evan's blend of operational expertise and hands-on implementation experience ensures MUTD receives not only a best-in-class system but also a team that understands what it takes to make that system work in real-world conditions.



Customer Success Manager

Noelle Claybrook

Noelle will serve as MUTD's long-term strategic advisor, responsible for guiding system growth and ensuring continued value well beyond go-live. With over a decade of experience delivering transit technology solutions across North America, Noelle excels at aligning systems with evolving agency goals. She will work closely with MUTD to define a technical roadmap, support change management, and serve as a consistent resource to ensure the system continues to meet the agency's needs over time.

Highlights of Noelle's experience:

- Over 10 years of experience implementing and supporting transit technology across diverse operational environments
- Serves as MUTD's primary point of contact for technical strategy, future expansion planning, and emerging needs
- Focuses on long-term success through proactive engagement, user adoption strategies, and ROI alignment
- Specializes in translating agency feedback into actionable system updates, training, and configuration enhancements
- Works together with project managers and account executives to provide a seamless customer experience from implementation through operation
- Recognized for her collaborative leadership style and ability to build lasting agency relationships

Noelle's role ensures that MUTD's investment continues to deliver value across all departments—from operations to planning—helping the agency adapt, evolve, and thrive with ETA as a long-term partner.



Your implementation and long-term partnership with ETA will be supported by additional U.S.-based team members, including:



Contracts

Nicole Castonguay

- Over 20 years of experience in customer service, management, and accounting
- Serves as the company's President and is the majority shareholder
- Actively supporting the MUTD project through go-live, ensuring a smooth transition and successful deployment



Lead Project Engineer

James Warren

- 20+ years in project engineering leadership and technical support to the project
- Analyzes system requirements and ensures that project meets specifications
- Lead project engineer through go-live, supporting technical implementation and system integration; available post-launch as needed to support ongoing success



Hardware Engineering

Alshine Mondesir

- Electrical engineer, embedded software engineer with over 20 years of experience delivering transit technology solutions
- Performs installation training and field support
- Responsible for MUTD's equipment configuration, testing, and deployment support through go-live, ensuring reliable performance of all installed systems



Lead Systems Architect

Stephen Gunning

- Over 15 years of experience providing transit technology
- Serves as the company's vice president of systems and support, giving leadership to the QA and customer support groups
- Has successfully deployed over 50 transit technology projects
- Expert in software development, automation, and quality assurance
- Ensures that the company meets the stated SLA for response times and system availability through go live



System Administration

John Rodriguez

- Over 15 years of systems administration experience
- Expert in Windows, Unix, and Linux operating systems. Expert in database administration
- Ensures that production systems are in good working order, plans configuration management, and executes system updates throughout the contract



Senior Technical Support Engineer

Leon Liberty

- Acts as the company's manufacturing and production coordinator
- Develops bills of material and technical drawings
- Ensures that the system design meets MUTD's stated specifications
- Supports the quality assurance and technical support groups for MUTD throughout the contract



Manufacturing, shipping, and receiving

James Bevel

- Serves as the company's manager of production and inventory control
- Assists in customer support
- Develops knowledge base articles and videos
- Ensures that MUTD parts are correctly tested, kitted, and shipped from NTP to go-live



Customer Experience Advocate

Taylor Tanksley

- Serves as primary contact for technical issues
- Proactively monitors system to identify potential problems
- Advocates for MUTD on support-related concerns throughout the contract



Price Proposal

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Quotation #: 20260224-MUTD
Date: 2/24/2026



Agency: Mountain Line
Name: Frank Kuhl
Email: procurement@mountainline.com
Terms: Reference milestone schedule.
Notes: Delivery is F.O.B. ETA Transit Systems, Inc.
6420 Congress Avenue Suite 1850 Boca
Raton, FL 33487



IMPORTANT: The recent tariff policy may impact pricing and delivery schedule

etatransit.com

Received by:

Initial Contract

Packages: Fixed Route Base System CAD/AVL, APC Integration, Onboard Announcements

Description	Base	Option Years
Year 1: includes all required hardware, installation, professional services, software, maintenance, software upgrades, support, and warranty on parts	\$ 278,034	
Year 2: includes all annual recurring costs, maintenance, software upgrades, support, and warranty on parts	\$ 41,715	
Year 3: includes all annual recurring costs, maintenance, software upgrades, support, and warranty on parts.	\$ 42,966	
Year 4: includes all annual recurring costs, maintenance, software upgrades, support, and warranty on parts.	\$ 45,115	
Year 5 Optional Extension (1 of 3 extension years): includes all annual recurring costs, maintenance, software upgrades, and support.		\$ 47,371
Year 6 Optional Extension (2 of 3 extension years): includes all annual recurring costs, maintenance, software upgrades, and support.		\$ 49,739
Year 7 Optional Extension (3 of 3 extension years): includes all annual recurring costs, maintenance, software upgrades, and support.		\$ 52,226
Grand Total	\$ 407,830	\$ 149,336

Infotainment Package (OPTIONAL PACKAGE)

Description	Base	Option Years
Year 1: includes all required hardware, installation, professional services, software, maintenance, software upgrades, support, and warranty on parts	\$ 33,300	
Year 2: includes all annual recurring costs, maintenance, software upgrades, support, and warranty on parts	\$ 11,124	
Year 3: includes all annual recurring costs, maintenance, software upgrades, support, and warranty on parts.	\$ 11,458	
Year 4: includes all annual recurring costs, maintenance, software upgrades, support, and warranty on parts.	\$ 12,031	
Year 5 Optional Extension (1 of 3 extension years): includes all annual recurring costs, maintenance, software upgrades, and support.		\$ 12,632
Year 6 Optional Extension (2 of 3 extension years): includes all annual recurring costs, maintenance, software upgrades, and support.		\$ 13,264
Year 7 Optional Extension (3 of 3 extension years): includes all annual recurring costs, maintenance, software upgrades, and support.		\$ 13,927
Grand Total	\$ 67,912	\$ 39,823

Digital pre-trip inspection & turn-by-turn directions (OPTIONAL PACKAGE)

Description	Base	Option Years
Year 1: includes all required hardware, installation, professional services, software, maintenance, software upgrades, support, and warranty on parts	\$ 76,678	
Year 2: includes all annual recurring costs, maintenance, software upgrades, support, and warranty on parts	\$ 15,120	
Year 3: includes all annual recurring costs, maintenance, software upgrades, support, and warranty on parts.	\$ 16,330	
Year 4: includes all annual recurring costs, maintenance, software upgrades, support, and warranty on parts.	\$ 17,636	
Year 5 Optional Extension (1 of 3 extension years): includes all annual recurring costs, maintenance, software upgrades, and support.		\$ 18,518
Year 6 Optional Extension (2 of 3 extension years): includes all annual recurring costs, maintenance, software upgrades, and support.		\$ 19,444
Year 7 Optional Extension (3 of 3 extension years): includes all annual recurring costs, maintenance, software upgrades, and support.		\$ 20,416
Grand Total	\$ 125,763	\$ 58,377

Bus-in-a-box (OPTIONAL ITEM)

Description	Base	Option Years
Year 1: includes all required hardware, installation, professional services, software, maintenance, software upgrades, support.	\$ 10,000	
Grand Total	\$ 10,000	\$ -

PREPARED BY:

NAME: Evan Smith
TITLE: Senior Account Executive
PHONE: 574.340.4411
EMAIL: esmith@etatransit.com



Terms and conditions of sale

Please note that the pricing information provided in this document is for budgetary purposes only. It does not include any discounts or special terms. A detailed and executable quotation, including any applicable discounts and a milestone payment schedule, at time of order.

Pricing is valid for 90 days from the date of this document.

Unit prices are valid only for the total number of units quoted. Lesser quantities or term may require a higher price.

Estimated lead time for delivery is 16 weeks. A formal lead time estimate shall be provided by ETA ARO.

Delivery is F.O.B. ETA Transit Systems, Inc. 6420 Congress Avenue Suite 1850 Boca Raton, FL 33487

ETA TRANSIT SYSTEMS (ETA) WARRANTY POLICY

ETA guarantees that each product is free from defects in material and workmanship. Under this agreement, ETA's warranty is in effect for four (4) years from the original ship date from ETA. ETA will furnish to customer its Warranty and Support agreement ARO or upon request

REVIEWED BY:

Nicole M Castonguay, CEO
ETA Transit Systems

Date:

ACCEPTED BY:

Signature: _____

Name and title: _____

Date: _____



Required Forms

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Submission Checklist

X

Letter of Transmittal – A brief introductory letter to introduce the proposal shall be addressed to the procurement officer identified in Section 1.2 of this RFP, and must, at a minimum, contain the following:

1. Identification of the Vendor, including name and mailing address.
2. Acknowledgement of receipt of all RFP addenda, if any.
3. Name, title, address, and telephone number of contact person during period of proposal evaluation.
4. A statement to the effect that the proposal shall remain valid for a period of not less than 90 days from the date of submittal.
5. Signature of a person authorized to commit the Vendor to the terms of the proposal.

X

Technical Proposal – The technical proposal shall fully address the following areas:

1. Qualifications of firm
 - a. Provide a description of your firm, including the year founded, the types of services offered, the number of employees, and the size and location of offices.
 - b. Describe the key personnel involved in the completion of the project requirements, including information on the government and transit agency auditing experience of each person. Please include copies of all professional resumes and the location of personnel as it relates to proximity of the project.
2. Past performance and quality of services
 - a. Describe the firm's overall experience and past performance in providing services similar to those solicited in this RFP.
 - b. Provide at least three (3) project references for which similar services have been performed. Indicate the scope of work, dates of the engagement, and the name, email and phone number of a contact person who is willing to briefly discuss the Vendor's work with MUTD.
3. Response to scope of work
 - a. Address the scope of work requirements listed in Section 2 of this RFP and how you will meet or exceed those requirements.

X

Fee Proposal

1. **Lump Sum Price per Contract year** – Total dollar amount for the scope of work in this solicitation, broken down by contract year, for the duration of a **four-year initial contract, and three 1-year extension options.**
2. **Conditions Attached to Fee Proposal** – Describe any conditions, assumptions, or contingencies that apply to the fee proposal. This includes – but is not limited to – assumptions related to project duration, number of financings, number of meetings or work sessions, market conditions, or scope of services.

3. **Hourly Rate** – If applicable, please provide an hourly rate for each team member for any work that may exceed the scope.

X

Required forms and certifications

Each of the forms in Exhibit A

1. Addendum Acknowledgement
2. Debarment and Suspension Certification
3. Certification and Restrictions on Lobbying
4. Federal Tax Liability and Recent Felony Convictions

MISSOULA URBAN TRANSPORTATION DISTRICT

ADDENDUM ACKNOWLEDGEMENT

Proposer/Bidder acknowledges receipt of the following addenda which are attached to the proposal/bid:

Addendum No. #1 Date 2/04/26

Addendum No. #2 Date 02/11/26

Addendum No. Date

Addendum No. Date

Addendum No. Date

Failure to acknowledge receipt of all addenda may cause the proposal to be considered non-responsive and omitted from consideration.

MISSOULA URBAN TRANSPORTATION DISTRICT

Debarment and Suspension Certification

All Contracts over \$25,000

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

(1) It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,

(2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:

- a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently: (1) Debarred, (2) Suspended, (3) Proposed for debarment, (4) Declared ineligible, (5) Voluntarily excluded, or (6) Disqualified,
- b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for: (1) 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, (2) Violation of any Federal or State antitrust statute, or (3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,
- c. It is 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 listed in the preceding subsection 2.b of this Certification,
- d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
- e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,
- f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it: (1) Equals or exceeds \$25,000, (2) Is for audit services, or (3) Requires the consent of a Federal official, and
- g. It will require that each covered lower tier contractor and subcontractor: (1) Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and (2) Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be: (a) Debarred from participation in its federally funded Project, (b) Suspended from participation in its federally funded Project, (c) Proposed for debarment from participation in its federally funded Project, (d) Declared ineligible to participate in its federally funded Project, (e) Voluntarily excluded from participation in its federally funded Project, or (f) Disqualified from participation in its federally funded Project, and

(3) It will provide a written explanation as indicated on a page attached in FTA's TEAM-Web or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification

Company ETA Transit Systems

Signature of Authorized Official:  Date: 2 / 4 / 2026

Name and Title of Authorized Official Nicole Castonguay, COO

MISSOULA URBAN TRANSPORTATION DISTRICT

Certification and Restrictions on Lobbying

All Contracts over \$100,000

I, Nicole Castonguay, COO, hereby certify
(Name and title of official)

on behalf of ETA Transit Systems that:
(Name of Bidder/Company Name)

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 agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Name of Bidder/Company Name ETA Transit Systems

Type or Print Name Nicole Castonguay

Signature of authorized representative  Date 2/4/2026

MISSOULA URBAN TRANSPORTATION DISTRICT

Federal Tax Liability and Recent Felony Convictions

I, Nicole Castonguay, COO, hereby certify
(Name and title of official)

on behalf of ETA Transit Systems that:
(Name of Bidder/Company Name)

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

Name of Bidder/Company Name ETA Transit Systems

Type or Print Name Nicole Castonguay

Signature of authorized representative Nicole Castonguay Date 2/4/2026



ITS

Federal Contract Clauses

No Government Obligations to Third Parties

All Contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

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

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

Program fraud and false or fraudulent statements and related acts

All Contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

(1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

(2) If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate.

(3) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Access to Records and Reports

As shown below. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

The following access to records requirements apply to this Contract:

1) Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.

2) Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

3) Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4) Where a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

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

6) Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11).

FTA does not require the inclusion of these requirements in subcontracts.

Federal Changes

All Contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the purchaser and FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

Civil Rights (Title VI, EEO, ADA)

All Contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

The following requirements apply to the underlying contract:

a) The Recipient agrees that it must comply with applicable federal civil rights laws, regulations, requirements, and guidance, and follow applicable federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Recipient or a federal program, including the Tribal Transit Program or the Indian Tribe Recipient, is specifically exempted from a civil rights statute, FTA requires compliance with that civil rights statute, including compliance with equity in service.

b) Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that it and each Third Party Participant, will: (1) Prohibit discrimination based on the basis of race, color, religion, national origin, sex, disability, or age. (2) Prohibit the: (a) Exclusion from participation in employment or a business opportunity for reasons identified in 49 U.S.C. § 5332, (b) Denial of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332, or (c) Discrimination, including discrimination in employment or a business opportunity identified in 49 U.S.C. § 5332. (3) Follow: (a) The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance, and other applicable federal guidance that may be issued, but (b) FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its Underlying Agreement supported with federal assistance under the Tribal Transit Program.

c) Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant, will: (1) Prohibit discrimination based on race, color, or national origin, (2) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., (b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, and (3) Follow: (a) The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance, (b) U.S.

DOJ, “Guidelines for the enforcement of Title VI, Civil Rights Act of 1964,” 28 C.F.R. § 50.3, and (c) All other applicable federal guidance that may be issued.

d) Equal Employment Opportunity. (1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit, discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (b) Facilitate compliance with Executive Order No. 11246, “Equal Employment Opportunity” September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs, (c) Comply with federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12.a of this Master Agreement, (d) FTA Circular 4704.1, “Equal Employment Opportunity Program Guidelines for Grant Recipients,” July 26, 1988, and (e) Follow other federal guidance pertaining to Equal Employment Opportunity laws, regulations, and requirements, and prohibitions against discrimination on the basis of disability, (2) Specifics. The Recipient agrees to, and assures that each Third Party Participant will: (a) Prohibited Discrimination. As provided by Executive Order No. 11246, as amended by any later Executive Order that amends or supersedes it, and as specified by U.S. Department of Labor regulations, ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their race, color, religion, national origin, disability, age, sexual orientation, gender identity, or status as a parent, (b) Affirmative Action. Take affirmative action that includes, but is not limited to: 1 Recruitment advertising, recruitment, and employment, 2 Rates of pay and other forms of compensation, 3 Selection for training, including apprenticeship, and upgrading, and 4 Transfers, demotions, layoffs, and terminations, but (c) Indian Tribe. Recognize that Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of “Employer,” and (3) Equal Employment Opportunity Requirements for Construction Activities. Comply, when undertaking “construction” as recognized by the U.S. Department of Labor (U.S. DOL), with: (a) U.S. DOL regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. chapter 60, and (b) Executive Order No. 11246, “Equal Employment Opportunity in Federal Employment,” September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note.

e) Disadvantaged Business Enterprise. To the extent authorized by applicable federal laws and regulations, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as “Disadvantaged Business Enterprises” (DBEs), in the Underlying Agreement as follows: (1) Statutory and Regulatory Requirements. The Recipient agrees to comply with: (a) Section 1101(b) of the FAST Act, 23 U.S.C. §101 note, (b) U.S. DOT regulations, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs,” 49 C.F.R. part 26, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12.a of this Master Agreement. (2) DBE Program Requirements. A Recipient that receives planning, capital and/or operating assistance and that will award prime third party contracts exceeding \$250,000 in a federal fiscal year must have a DBE program meeting the requirements of 49 C.F.R. part 26, that is approved by FTA, and establish an annual DBE participation goal. (3) Special Requirements for a Transit Vehicle Manufacturer (TVM). The Recipient agrees that: (a) TVM Certification. Each TVM, as a condition of being authorized to bid or propose on FTA-assisted transit

vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26, and (b) Reporting TVM Awards. Within 30 days of any third party contract award for a vehicle purchase, the Recipient must submit to FTA the name of the TVM contractor and the total dollar value of the third party contract, and notify FTA that this information has been attached to FTA's electronic award and management system, the Recipient must also submit subsequent notifications if options are exercised in subsequent years to ensure the TVM is still in good standing. (4) Assurance. As required by 49 C.F.R. § 26.13(a): (a) Recipient Assurance. The Recipient agrees and assures that: 1 It must not discriminate on the basis of race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted contract, or in the administration of its DBE program or the requirements of 49 C.F.R. part 26, 2 It must take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted contracts, 3 Its DBE program, as required under 49 C.F.R. part 26 and as approved by U.S. DOT, is incorporated by reference and made part of the Underlying Agreement, and 4 Implementation of its DBE program approved by U.S. DOT is a legal obligation and failure to carry out its terms shall be treated as a violation of this Master Agreement. (b) Subrecipient/Third Party Contractor/Third Party Subcontractor Assurance. The Recipient agrees and assures that it will include the following assurance in each subagreement and third party contract it signs with a Subrecipient or Third Party Contractor and agrees to obtain the agreement of each of its Subrecipients, Third Party Contractors, and Third Party Subcontractors to include the following assurance in every subagreement and third party contract it signs: 1 The Subrecipient, each Third Party Contractor, and each Third Party Subcontractor must not discriminate on the basis of race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted subagreement, third party contract, and third party subcontract, as applicable, and the administration of its DBE program or the requirements of 49 C.F.R. part 26, 2 The Subrecipient, each Third Party Contractor, and each Third Party Subcontractor must take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted subagreements, third party contracts, and third party subcontracts, as applicable, 3 Failure by the Subrecipient and any of its Third Party Contractors or Third Party Subcontractors to carry out the requirements of this subparagraph 13.d(4)(b) is a material breach of this subagreement, third party contract, or third party subcontract, as applicable, and 4 The following remedies, or such other remedy as the Recipient deems appropriate, include, but are not limited to, withholding monthly progress payments; assessing sanctions; liquidated damages; and/or disqualifying the Subrecipient, Third Party Contractor, or Third Party Subcontractor from future bidding as non-responsible. (5) Remedies. Upon notification to the Recipient of its failure to carry out its approved program, FTA or U.S. DOT may impose sanctions as provided for under 49 C.F.R. part 26, and, in appropriate cases, refer the matter for enforcement under either or both 18 U.S.C. § 1001, and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq.

f) Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with federal prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25, and (3) Federal transit law, specifically 49 U.S.C. § 5332.

g) Nondiscrimination on the Basis of Age. The Recipient agrees to comply with federal prohibitions against discrimination on the basis of age, including: (1) The Age Discrimination in Employment Act, 29

U.S.C. §§ 621 – 634, which prohibits discrimination on the basis of age, (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals on the basis of age in the administration of Programs, Projects, and related activities receiving federal assistance, (4) U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, and (5) Federal transit law, specifically 49 U.S.C. § 5332.

h) Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following federal prohibitions against discrimination on the basis of disability: (1) Federal laws, including: (a) section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally assisted Programs, Projects, or activities, (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities: 1 For FTA Recipients generally, Titles I, II, and III of the ADA apply, but 2 For Indian Tribes, Titles II and III of the ADA apply, but Title I of the ADA does not apply because it exempts Indian Tribes from the definition of “employer,” (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and (e) Other applicable federal laws, regulations and requirements pertaining to access for seniors or individuals with disabilities. (2) Federal regulations, including: (a) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. part 37, (b) U.S. DOT regulations, “Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. part 27, (c) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. part 1192 and 49 C.F.R. part 38, (d) U.S. DOT regulations, “Transportation for Individuals with Disabilities: Passenger Vessels,” 49 C.F.R. part 39, (e) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. part 35, (f) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. part 36, (g) U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. part 1630, (h) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities,” 47 C.F.R. part 64, Subpart F, (i) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. part 1194, and (j) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. part 609, and (k) Other applicable federal civil rights and nondiscrimination guidance.

i) Drug or Alcohol Abuse. Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of: (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq., (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq., and (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2.

j) Access to Services for Persons with Limited English Proficiency. The Recipient agrees to promote

accessibility of public transportation services to persons with limited understanding of English by following: (1) Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," August 11, 2000, 42 U.S.C. § 2000d-1 note, and (2) U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, December 14, 2005.

k) Other Nondiscrimination Laws, Regulations, Requirements, and Guidance. The Recipient agrees to comply with other applicable federal nondiscrimination laws, regulations, and requirements, and follow federal guidance prohibiting discrimination. l. Remedies. Remedies for failure to comply with applicable federal Civil Rights laws, regulations, requirements, and guidance may be enforced as provided in those federal laws, regulations, or requirements.

Incorporation of FTA Terms

All Contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated in current FTA Circular 4220.1, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.

Energy Conservation

All Contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

Disadvantaged Business Enterprises (DBEs)

Contracts over \$10,000 awarded on the basis of a bid or proposal offering to use DBEs

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs and with section 1101(b) of SAFETEA LU, 23 U.S.C. § 101.

The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this FTA-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as MUTD deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph. The successful proposer/offeree will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

Prompt Payment

All contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from MUTD. In addition, the contractor may not hold retainage from its subcontractors. The contractor must promptly notify MUTD whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of MUTD.

Contracts Involving Federal Privacy Act Requirements

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

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

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

Patent and Rights in Data

Research projects in which FTA finances the purpose of the grant is to finance the development of a product or information. These patent and data rights requirements do not apply to capital projects or operating projects, even though a small portion of the sales price may cover the cost of product development or writing the user's manual or to micro-purchases (less than \$10,000)

a) General. The Recipient agrees that: (1) Depending on the nature of the Project, the Federal Government may acquire patent rights when the Recipient or Third Party Participant produces a patented or patentable: (a) Invention, (b) Improvement, or (c) Discovery, (2) The Federal Government's

rights arise when the patent or patentable information is: (a) Conceived under the Project, or (b) Reduced to practice under the Project, and (3) When a patent is issued or patented information becomes available as described in Patent Rights section A(2), the Recipient agrees to: (a) Notify FTA immediately, and (b) Provide a detailed report satisfactory to FTA,

b) Federal Rights. The Recipient agrees that: (1) Its rights and responsibilities, and the rights and responsibilities of each Third Party Participant, in that federally funded invention, improvement, or discovery will be determined as provided by applicable Federal laws, regulations, and guidance, including any waiver thereof, and (2) Unless the Federal Government determines otherwise in writing, irrespective of the Recipient's status or the status of any Third Party Participant as a large business, a small business, a State government, a State instrumentality, a local government, an Indian tribe, a nonprofit organization, an institution of higher education, or an individual, the Recipient agrees to transmit the Federal Government's patent rights to FTA as specified in: (a) 35 U.S.C. § 200 et seq., and (b) U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. part 401, and

c) C. License Fees and Royalties. As permitted by 49 C.F.R. parts 18 and 19: (1) License fees and royalties for patents, patent applications, and inventions derived from the Project are program income, and (2) The Recipient has no obligation to the Federal Government with respect to those license fees or royalties, except: (a) For compliance with 35 U.S.C. § 200 et seq., which applies to patent rights developed under a federally funded research-type project, and (b) As FTA determines otherwise in writing.

Rights in Data and Copyrights

a) Definition of "Subject Data" means recorded information: (1) Copyright. Whether or not copyrighted, and (2) Delivery. That is delivered or specified to be delivered under the Underlying Agreement,

b) Examples of "Subject Data." Examples of "subject data": (1) Include, but are not limited to: (a) Computer software, (b) Standards, (c) Specifications, (d) Engineering drawings and associated lists, (e) Process sheets, (f) Manuals, (g) Technical reports, (h) Catalog item identifications, and (i) Related information, but (2) Do not include: (a) Financial reports, (b) Cost analyses, or (c) Other similar information used for Project administration,

c) General Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Recipient's Project supported by the Underlying Agreement: (1) Prohibitions. The Recipient may not: (a) Publish or reproduce any subject data in whole or in part, or in any manner or form, or (b) Permit others to do so, but (2) Exceptions. The prohibitions of Rights in Data and Copyrights C(1) do not apply to: (a) Publications or reproductions for the Recipient's own internal use, (b) An institution of higher learning, (c) The portion of subject data that the Federal Government has previously released or approved for release to the public, or (d) The portion of data that has the Federal Government's prior written consent for release,

d) Federal Rights in Data and Copyrights. The Recipient agrees that: (1) License Rights. The Recipient must provide a license to its “subject data” to the Federal Government, which license is: (a) Royalty-free, (b) Nonexclusive, and (c) Irrevocable, (2) Uses. The Federal Government’s license must permit the Federal Government to take the following actions provided those actions are taken for Federal Government purposes: (a) Reproduce the subject data, (b) Publish the subject data, (c) Otherwise use the subject data, and (d) Permit other entities or individuals to use the subject data, and

e) Special Federal Rights in Data for Research, Development, Demonstration, Deployment, and Special Studies Projects. In general, FTA’s purpose in providing Federal funds for a research, development, demonstration, deployment, or special studies Project is to increase transportation knowledge, rather than limit the benefits of the Project to the Recipient and its Third Party Participants, therefore, the Recipient agrees that: (1) Publicly Available Report. When the Project is completed, it must provide a Project report that FTA may publish or make available for publication on the Internet, (2) Other Reports. It must provide other reports pertaining to the Project that FTA may request, (3) Availability of Subject Data. FTA may make available to any FTA Recipient or any of its Third Party Participants at any tier of the Project, either FTA’s copyright license to the subject data or a copy of the subject data, except as the Federal Government determines otherwise in writing, (4) Identification of Information. It must identify clearly any specific confidential, privileged, or proprietary information submitted to FTA, (5) Incomplete Project. If the Project is not completed for any reason whatsoever, all data developed under the Project becomes “subject data” and must be delivered as the Federal Government may direct, but (6) Exception Rights in Data and Copyrights Section E does not apply to an adaptation of automatic data processing equipment or program that is both: (a) For the Recipient’s use, and (b) Acquired with FTA capital program funding,

f) License Fees and Royalties. As permitted by 49 C.F.R. parts 18 and 19: (1) License fees and royalties for copyrighted material or trademarks derived from Project are program income, and (2) The Recipient has no obligation to the Federal Government with respect to those license fees or royalties, except: (a) For compliance with 35 U.S.C. § 200 et seq., which applies to patent rights developed under a federally funded research-type project, and (b) As FTA determines otherwise in writing,

g) Hold Harmless. Upon request by the Federal Government, the Recipient agrees that: (1) Violation by Recipient. (a) If it willfully or intentionally violates any: 1 Proprietary rights, 2 Copyrights, or 3 Right of privacy, and (b) Its violation occurs from any of the following uses of Project data: 1 Publication, 2 Translation, 3 Reproduction, 4 Delivery, 5 Use, or 6 Disposition, then (c) It will indemnify, save, and hold harmless against any liability, including costs and expenses of: 1 The Federal Government’s officers acting within the scope of their official duties, 2 The Federal Government’s employees acting within the scope of their official duties, and 3 Federal Government’s agents acting within the scope of their official duties, but (2) Exceptions. The Recipient will not be required to indemnify the Federal Government for any liability described in Rights in Data and Copyrights section G(1) if: (a) Violation by Federal Officers, Employees or Agents. The violation is caused by the wrongful acts of Federal employees or agents, or (b) State law. If indemnification is prohibited or limited by applicable State law,

h) Restrictions on Access to Patent Rights. Nothing in this Rights in Data and Copyrights section

pertaining to rights in data either: (1) Implies a license to the Federal Government under any patent, or (2) May be construed to affect the scope of any license or other right otherwise granted to the Federal Government under any patent,

i) Data Developed Without Federal Funding or Support. The Recipient understands and agrees that in certain circumstances it may need to provide data developed without any Federal funding or support to FTA. Nevertheless: (1) Protections. Rights in Data and Copyrights Sections A, B, C, and D generally do not apply to data developed without Federal funding, even though that data may have been used in connection with the Project, and (2) Identification of Information. The Recipient understands and agrees that the Federal Government will not be able to protect data developed without Federal funding from unauthorized disclosure unless that data is clearly marked “Proprietary” or “Confidential,” and

j) Requirements to Release Data. The Recipient understands and agrees that the Federal Government may be required to release Project data and information the Recipient submits to the Federal Government as required by: (1) The Freedom of Information Act, 5 U.S.C. § 552, (2) Another applicable Federal law requiring access to Project records, (3) U.S. DOT regulations, “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations,” specifically 49 C.F.R. § 19.36(d), or (4) Other applicable Federal regulations and guidance pertaining to access to Project records.

Bus Testing

Rolling stock, except minivans

NOT APPLICABLE

Pre-Award and Post-Delivery Audit Requirements

Rolling stock

NOT APPLICABLE

Cargo Preference

Contracts involving equipment, materials or commodities which may be transported by ocean vessels. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).

NOT APPLICABLE

Fly America

All contracts involving transportation of persons or property, by air between the U.S. and/or places outside the U.S. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).

Contractor shall comply with 49 USC 40118 (the “Fly America” Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

Seismic Safety

Construction of new buildings or additions to existing buildings. These requirements do not apply to micropurchases (\$10,000 or less, except for construction contracts over \$2,000).

NOT APPLICABLE

Davis-Bacon and Copeland Anti-Kickback Act

Construction contracts and subcontracts, including actual construction, alteration and/or repair, including decorating and painting, over \$2,000

NOT APPLICABLE

Bonding

For those construction or facility improvement contracts or subcontracts exceeding \$100,000, FTA may accept the bonding policy and requirements of the recipient, provided that they meet the minimum requirements for construction contracts as follows:

NOT APPLICABLE

Termination Provisions

All Contracts over \$10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is \$250,000

a) Termination for Convenience (General Provision). The recipient may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the recipient's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient. If contractor is in possession of any of the recipient's property, contractor shall account for same, and dispose of it as the recipient directs.

b) Termination for Default [Breach or Cause] (General Provision). If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the recipient that contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of contractor, the recipient, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

c) Opportunity to Cure (General Provision). The recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions if contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient shall have the right to terminate the Contract without any further obligation to contractor. Any such termination for default shall not in any way operate to preclude the recipient from also pursuing all available remedies against contractor and its sureties for said breach or default.

d) Waiver of Remedies for any Breach. In the event that the recipient elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the recipient shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e) Termination for Convenience (Professional or Transit Service Contracts). The recipient, by written notice, may terminate this contract, in whole or in part, when it is in the recipient's interest. If the contract is terminated, the recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Recycled Products

All contracts over \$10,000 for items designated by the EPA

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

Gov't-wide Debarment and Suspension

*All Contracts over
\$25,000*

The Recipient agrees to the following: (1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following: (a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, 2 U.S. OMB, “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, “Debarment and Suspension,” 31 U.S.C. § 6101 note, (b) It will review the U.S. GSA “System for Award Management,” <https://www.sam.gov>, if required by U.S. DOT regulations, 2 C.F.R. part 1200, and (c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: 1 Will comply with Federal debarment and suspension requirements, and 2 Reviews the “System for Award Management” at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and (2) If the Recipient suspends, debars, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the: (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project, (b) FTA Project Manager if the Project is administered by an FTA Headquarters Office, or (c) FTA Chief Counsel.

**Buy
America**

Construction Contracts and Acquisition of Goods or Rolling Stock valued at more than \$150,000

NOT APPLICABLE

**Breaches and Dispute
Resolution**

*All contracts over
\$250,000*

a) Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the recipient’s authorized representative. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the recipient’s CEO. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the recipient’s CEO shall be binding upon contractor and contractor shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the the False Claims Act, 31 U.S.C. § 3729.

b) Performance During Dispute. Unless otherwise directed by the recipient, contractor shall continue performance under this contract while matters in dispute are being resolved. Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first

observance of such injury or damage.

c) Remedies. Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the recipient and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State. Rights and Remedies - Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the recipient or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Lobbying

*All contracts over
\$100,000*

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non- Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

Clean Air

*All contracts over
\$250,000*

1) Contractor shall comply with all applicable standards, orders or regulations pursuant to Section 306 of the Clean Air Act, as amended, 42 U.S.C. § 7606, and other requirements of the Clean Air Act, as amended, 42 U.S.C. §§ 7401 – 7671q. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.

2) Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

Clean Water

All Contracts and Subcontracts over \$100,000

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to Section 508 of the Clean Water Act, as amended, 33 U.S.C. § 1368, and other requirements of the Clean Water Act, as amended, 33 U.S.C. §§ 1251 – 1377. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

Contract Work Hours and Safety Standards Act

Contracts over \$100,000

(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 40 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 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in para. (1) of this section, contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in para. (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in para. (1) of this section.

(3) Withholding for unpaid wages and liquidated damages - the recipient shall upon its own action or upon written request of USDOL withhold or cause to be withheld, from any moneys payable on account of work performed by contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours & Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in para. (2) of this section.

(4) Subcontracts - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

Other Federal Requirements

The following requirements are not federal clauses, but apply to all contracts except micro-purchases (\$3,500 or less)

Full and Open Competition

In accordance with 49 U.S.C. § 5325(a) all procurement transactions shall be conducted in a manner that provides full and open competition.

Prohibition Against Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

Conformance with ITS National Architecture

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 and as amended by MAP-21 23 U.S.C. § 517(d), note and follow the provisions of FTA Notice, “FTA National Architecture Policy on Transit Projects,” 66 Fed. Reg.1455 etseq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

Access Requirements for Persons with Disabilities

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

Notification of Federal Participation

To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

Interest of Members or Delegates to Congress

No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

Ineligible Contractors and Subcontractors

Any name appearing upon the Comptroller General’s list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General’s list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

Compliance with Federal Regulations

Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as 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.

Real Property

Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 49 CFR 18.31-18.34, 49 CFR 19.30-19.37, 49 CFR Part 24, 49 CFR 5326 as amended by FAST Act, 49 CFR part 18 or 19, 49 USC 5334, applicable FTA Circular 5010, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Access to Services for Persons with Limited English Proficiency

To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

Environmental Justice

Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low- Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance.

Environmental Protections

Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

Geographic Information and Related Spatial Data

Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

Geographic Restrictions

All project activities must be advertised without geographic preference, (except in A/E under certain circumstances, preference for hiring veterans on transit construction projects and geographic-based hiring preferences as proposes to be amended in 2 CFR Part 1201).

Organizational Conflicts of Interest

The Recipient agrees that it will not enter into a procurement that involves a real or apparent organizational conflict of interest described as follows: (1) When It Occurs. An organizational conflict of interest occurs when the Project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage: (a) To that Third Party Participant or another Third Party Participant performing the Project work, and (b) That impairs that Third Party Participant's objectivity in performing the Project work, or (2) Other. An organizational conflict of interest may involve other situations resulting in fundamentally unfair competitive conditions, (3) Disclosure Requirements. Consistent with FTA policies, the Recipient must disclose to FTA, and each of its Subrecipients must disclose to the Recipient: (a) Any instances of organizational conflict of interest, or (b) Violations of federal criminal law, involving fraud, bribery, or gratuity violations potentially affecting the federal award, and (4) Failure to Disclose. Failure to make required disclosures can result in remedies for noncompliance, including debarment or suspension.

Federal Single Audit Requirements for State Administered Federally Aid Funded Projects Only

Non Federal entities that expend \$750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, "Audits of States, Local Governments, and Non Profit Organizations" (replaced with 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" effective December 26, 2014 as applicable). Non Federal entities that expend Federal awards from a single source may provide a program specific

audit, as defined in the Circular. Non Federal entities that expend less than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B--Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency the New York State Department of Transportation, the New York State Comptrollers Office and the U.S. Governmental Accountability Office (GAO). Non Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments.

Veterans Preference

Veterans Preference. As provided by 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients: (1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and (2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

Safe Operation of Motor Vehicles

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

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

Catalog of Federal Domestic Assistance (CFDA) Identification Number

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

CFDA number for the Federal Transportation Administration

Nonurbanized Area Formula (Section 5311) is 20.509. A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit

Organizations,” (replaced with 2 CFR Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” effective December 26, 2014 as applicable) agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix “ARRA” in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

Other Contract Requirements

To the extent not inconsistent with the foregoing Federal requirements, this contract shall also include those provisions attached hereto, and shall comply with the recipient’s Procurement Guidelines, available upon request from the recipient.

Prohibition on certain telecommunications and video surveillance services or equipment.

a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1) Procure or obtain;

2) Extend or renew a contract to procure or obtain; or

3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

c) See Public Law 115-232, section 889 for additional information.

d) See also § 200.471.

Federal Tax Liability and Recent Felony Convictions

(1) The contractor certifies that it: Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

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

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

PROFESSIONAL SERVICES AGREEMENT

Project: Intelligent Transportation System

THIS AGREEMENT is made and entered into this 27th day of March, 2026, by and between the **MISSOULA URBAN TRANSPORTATION DISTRICT** whose address is 1221 Shakespeare Street, Missoula, Montana 59802 (hereinafter referred to as "MUTD"), and **CONTRACTOR NAME**, whose address is **CONTRACTOR ADDRESS**, hereinafter referred to as "Contractor."

In consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency whereof being hereby acknowledged, the parties hereto agree as follows:

1. **Purpose:** MUTD agrees to hire Contractor as an independent contractor to perform services described in the Scope of Services/Fee Proposal attached hereto as Exhibit A and by this reference made a part hereof.
2. **Effective Date:** This Agreement is effective upon the date of its execution and shall expire on 04/01/2030
3. **Scope of Work/Task Deadlines:** Contractor will perform the work and provide the services in accordance with the requirements of the Scope of Services/Fee Proposal (Exhibit A).
4. **Payment:** MUTD agrees to pay Contractor a lump sum of \$PRICE for the first contract year and \$PRICE for each subsequent contract year for services performed pursuant to the Scope of Services. The total value of the initial 4-year term of this contract is \$PRICE (PRICE 00/100 dollars). Each optional one-year extension is valued at \$PRICE. (See Exhibit A Pricing Proposal)

In the event Contractor anticipates the cost of the described work in the initial 4-year term exceeding \$PRICE, Contractor shall provide MUTD with a written estimate detailing the nature and scope of the additional work, the estimated number of hours required, and the applicable hourly rate(s) for the work. No additional work shall be performed, and no extra charges shall be incurred, unless and until MUTD has reviewed and agreed to the estimate in writing.

Any alteration or deviation from the described work that involves extra costs will be performed by Contractor after written request by MUTD, and will become an extra charge over and above the contract amount. The parties must agree in writing upon any extra charges.

5. **Obligations of MUTD:**
 - a. **Compensation:** The total fee for the services as described shall not exceed \$PRICE. Any additional work must be pre-approved in writing by MUTD.
 - b. **Payment:** Payment shall be made by MUTD within thirty (30) days of receipt of a correct invoice from the Contractor. MUTD will accept invoices for work completed or expenses incurred during mobilization for construction, not to exceed 50% of total contract cost prior to final acceptance. Incorrect invoices are subject to rejection or correction by MUTD.
 - c. **Subcontractor Billing:** The Contractor shall audit and review all invoicing and billing of subcontractor and assure MUTD that all proper personnel and rates are applied in strict conformance with the Contract.

6. **Independent Contractor Status:** The parties agree that Contractor is an independent contractor for purposes of this Agreement and the parties agree that Contractor is and shall be an independent contractor when performing services pursuant to this agreement. Contractor is not subject to the terms and provisions of MUTD's personnel policies handbook and may not be considered an MUTD employee for workers' compensation or any other purpose. Contractor is not authorized to represent MUTD or otherwise bind MUTD in any dealings between Contractor and any third parties.

Contractor shall comply with the applicable requirements of the Workers' Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA. Contractor shall maintain workers' compensation coverage for all members and employees of Contractor's business, except for those members who are exempted by law. Contractor shall furnish MUTD with copies showing one of the following: (1) a binder for workers' compensation coverage by an insurer licensed and authorized to provide workers' compensation insurance in the State of Montana; or (2) proof of exemption from workers' compensation granted by law for independent contractors.

- a. **Subcontractors:** Subcontractors, if any, who will perform work under this Contract shall be the firms designated in this Contract, if any. No other subcontractors shall perform the services required under this Contract without the express written permission of MUTD. The Contractor is expected to audit and review all invoicing and billing by subcontractors and will ensure that all personnel and billing rates are applied in strict conformance of the Contract.

7. **Ethics:**

- a. The Contractor warrants that it has not employed nor retained any company, firm or person, other than a bona fide employee working solely for it, to solicit or secure this Contract, and that it has not paid or agreed to pay any company, firm or person, other than a bona fide employee working solely for it, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, MUTD shall have the right to annul this Contract without liability.
- b. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Contract or to any benefit arising there from.
- c. No member, officer, or employee of MUTD or of a local public body during his tenure shall have any interest, direct or indirect, in this Contract or its proceeds.
- d. Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, disability, age, marital status, political affiliation, national origin, and/or any protected classifications under state or federal laws.

8. **Indemnity and Insurance:** For other than professional services rendered, to the fullest extent permitted by law, Contractor agrees to defend, indemnify, and hold MUTD harmless against claims, demands, suits, damages, losses, and expenses connected therewith that may be asserted or claimed against, recovered from or suffered by MUTD by reason of any injury or loss, including but not limited to, personal injury, including bodily injury or death, property damage, occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of Contractor or Contractor's agents or employees.

For the professional services rendered, to the fullest extent permitted by law, Contractor agrees to indemnify and hold MUTD harmless against claims, demands, suits, damages, losses, and expenses, including reasonable defense attorney fees, to the extent caused

by the negligence or willful misconduct of the Contractor or Contractor's agents or employees.

For this purpose, Contractor shall provide MUTD with proof of Contractor's liability insurance issued by a reliable company or companies for personal injury and property damage in amounts not less than as follows:

- a. Commercial General Liability – \$1,000,000 per occurrence; \$2,000,000 annual aggregate.
 - b. Professional Liability – \$1,000,000 per claim; \$2,000,000 annual aggregate
 - c. An Additional Insured endorsement shall be provided to MUTD naming MUTD as additional insured under the commercial general liability policy.
9. **Professional Service:** Contractor agrees that all services and work performed hereunder will be accomplished in a professional manner.
10. **Compliance with Laws:** Contractor agrees to comply with all federal, state and local laws, ordinances, rules and regulations. Contractor agrees to purchase a city business license.
11. **Default and Termination:** If either party fails to comply with any condition of this Agreement at the time or in the manner provided for, the other party, at its option, may terminate this Agreement and be released from all obligations if the default is not cured within ten (10) days after written notice is provided to the defaulting party. Said notice shall set forth the items to be cured. Additionally, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this Agreement.
12. **Termination For Convenience:** Notwithstanding any other provision of this Agreement to the contrary, either party may terminate this Agreement by giving the other party at least ninety (90) days' prior written notice of its election to terminate. Such termination will be effective on the date stated in the notice.
13. **Modification and Assignability:** This document contains the entire agreement between the parties and no statements, promises or inducements made by either party or agents of either party, which are not contained in this written Agreement, may be considered valid or binding. This Agreement may not be enlarged, modified or altered except by written agreement signed by both parties hereto. The Contractor may not subcontract or assign Contractor's rights, including the right to compensation or duties arising hereunder, without the prior written consent of MUTD. Any subcontractor or assignee will be bound by all of the terms and conditions of this Agreement.
14. **Wage and Hours Law Compliance:**
- a. Contractor shall comply with all applicable provisions of the Davis Bacon and Related Acts, the Fair Labor Standards Act, the Montana Prevailing Wage Law and all other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall at all times save MUTD free, clear and harmless from all actions, claims and expenses arising out of said Act and rules and regulations that are or may be promulgated in connection herewith.
 - b. Contractor shall submit a weekly statement with respect to the wages paid each employee during the preceding week, accompanied by a signed statement indicating the payrolls are correct and complete and that each laborer or mechanic has not been paid less than the proper prevailing wage rate, which for the purposes of this Contract

is the greater of the rates prescribed by the Davis Bacon act and the Montana Prevailing Wage Law. Department of Labor form WH-347 may be used for this purpose.

15. **Ownership and Publication of Materials:** All reports, information, data, and other materials prepared by the Contractor pursuant to this Agreement are the property of MUTD. MUTD has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or part, information relating thereto. Any re-use without written verification or adaptation by the Contractor for the specific purpose intended will be at MUTD's sole risk and without liability or legal exposure to the Contractor. No material produced in whole or in part under this Agreement may be copyrighted or patented in the United States or in any other country without the prior written approval of MUTD.

All information concerning MUTD and said projects, which is not otherwise a matter of public record or required by law to be made public, is confidential, and the Contractor will not, in whole or in part, now or at any time disclose that information without the express written consent of MUTD.

16. **Confidential Materials and Public Disclosure:**

- a. This Contract and all records provided to MUTD by Contractor hereunder may be public records subject to disclosure under the Montana Open Records Law and/or other laws requiring disclosure or discovery of records. In the event MUTD receives a request for such disclosure, MUTD will provide Contractor with five (5) days' written notice prior to release of responsive records. The parties acknowledge that MUTD is not liable for any release of records pursuant to public disclosure or discovery laws.
- b. Contractor shall mark certain record(s) as "Confidential" or "Proprietary" as appropriate given the potential sensitive subject of Contractor's work under this Contract. If Contractor fails to so mark record(s), then upon request, may release said record(s) without the need to satisfy the requirements of subsection A above.

17. **Severability:** Any provision of this Agreement that is found to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be deemed to be modified to the extent necessary to render such provision valid and enforceable; if such provision may not be so saved, it shall be severed and the remainder of the Agreement shall remain in full force and effect. Modification or severance of a provision in any jurisdiction shall not serve to modify, invalidate or render unenforceable such provision in any other jurisdiction

18. **Intellectual Property:** MUTD represents and warrants that it owns and/or has the right to use any Intellectual Property furnished or made accessible to Contractor by MUTD. Further, Contractor represents and warrants that it owns and/or has the rights to any domains or web pages to which Contractor transmits Work Product or otherwise has Work Product posted or to which it gives Contractor access to.

As used herein, "Intellectual Property" includes any material subject to patent, trademark, copyright or trade secret protection, including any text, graphic, photo, design or other work of authorship and any right arising or derived from the same including any entitlement to secure or enforce patent, trademark, copyright or trade secret protection.

19. **Promotional Use:** MUTD agrees that Contractor may use work performed on behalf of MUTD for Contractor promotional purposes as long as it does not break confidentiality clauses.

20. **Content and Understanding:** This Contract contains the complete and integrated understanding and agreement between the parties and supersedes any previous understanding, agreement or negotiation whether oral or written.

21. **Indemnification:** MUTD agrees to indemnify, defend and hold Contractor harmless against any Claims brought against Contractor to the extent those Claims arise out of MUTD's breach of this Agreement.

MUTD further agrees to indemnify, defend and hold Contractor harmless against any Claims brought against Contractor by any third party alleging (a) a violation of intellectual property rights related to material MUTD provided, made available to, or directed Contractor to use, or (b) MUTD gave, transferred or otherwise allowed to use the Work Product, or (c) a violation of the ADA.

The foregoing indemnification obligations are conditioned upon: (a) complete control of the defense and settlement thereof by MUTD, provided that MUTD shall not settle Claims without the consent of Contractor, such consent not to be unreasonably withheld or delayed; and (b) reasonable cooperation by Contractor in the defense as MUTD may request. Contractor shall have the right to participate in the defense of Claims with counsel of its choice at its own expense.

Likewise, Contractor agrees to indemnify, defend and hold MUTD harmless against any Claims brought against MUTD to the extent those claims arise out of Contractor's breach of this agreement, alleged intellectual property rights violations, unauthorized transmission of Work Product, or ADA violation. The same terms as listed in the paragraph above apply. For purposes of this section, "Claims" means losses, actions, liabilities, damages, expenses, as well as reasonable attorneys' fees and costs.

22. **Waiver of Officers and Directors Liability:** Neither party shall have recourse or right of action against any shareholder, officer, director or member, in his or her individual capacity as such, past, present or future, of the other party or of any successor thereto, whether by virtue of any statute or rule of law or otherwise, all such liability being, by the acceptance hereof and as part of the consideration of the execution hereof, expressly waived and released.

23. **Authorized Representative:** In performing the services defined herein, Contractor shall report to: Garin Wally, Transit Analyst at gwally@mountainline.com or (406) 543-8386. Contractor's representative is NAME, TITLE at PHONE NUMBER.

24. **Governing Law:** This Agreement and any disputes hereunder shall be governed by the laws of the State of Montana. It is further agreed that all disputes and matters whatsoever arising under, in connection with or incident to this Contract, shall be litigated, if at all, in and before the Fourth Judicial District Court, Missoula County in the state of Montana or federal court located in the District of Montana, and any appropriate appellate court thereof, to the exclusion of the courts of any other state, territory, county, or other jurisdiction.

This Agreement may be modified only by written agreement signed by both parties. Section headings are for convenience of reference only and shall not be considered in construing this Agreement.

This Agreement contains the entire agreement between the parties regarding the subject matter hereto and supersedes all prior and contemporaneous agreements, whether oral or written, between the parties regarding such subject matter.

25. **FTA Required Clauses and Certifications:** MUTD contemplates using Federal Transportation Administrations funds for this project. As such, the applicable FTA Required Clauses and Certifications as contained in Exhibit B are considered part of this contract and should any conflict arise in regard to language of this contract, the FTA Clauses shall prevail.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

MISSOULA URBAN TRANSPORTATION DISTRICT

DRAFT

Jordan Hess, General Manager

Date: DRAFT

CONTRACTOR NAME

DRAFT

NAME: DRAFT

TITLE: DRAFT

Date: DRAFT

Overall Scoring

