



# Huntsville, Alabama

305 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 4/24/2025

**File ID:** TMP-5452

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**Department:** Public Transit

**Subject:**

**Type of Action:** Approval/Action

A resolution authorizing the Mayor to enter into an and effectuate all terms of an agreement modification between the City of Huntsville, Alabama and Routematch Software, Inc.

Resolution No.

**Finance Information:**

**Account Number:** 2000-54-54D10-515250-PT503990 and 2000-54-54M10-515250-PT503990

**City Cost Amount:** \$45,399.15

**Total Cost:** \$45,399.15

**Special Circumstances:**

**Grant Funded:** \$45,399.16

**Grant Title - CFDA or granting Agency:** 5307 Capital & Operating

**Resolution #:** N/A

**Location: (list below)**

**Address:** 500 B Church St. NW 35801

**District:** District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

**Additional Comments:**

**RESOLUTION NO 25-\_\_\_\_\_**

**BE IT RESPOLVED** by the City Council of the City of Huntsville, Alabama, the Mayor of the City of Huntsville is hereby authorized, requested and directed to enter into an and effectuate all terms of an agreement modification, on behalf of the City of Huntsville, a municipal corporation the State of Alabama, by and between The City of Huntsville and Routematch Software, Inc., which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as, “Agreement between the City of Huntsville and Routematch Software, Inc.”, consisting of a total of two (2) pages, with the signature of the President or President Pro-Tem of the City Council, and the date of April 24, 2025, appearing on the margin of the first page, an executed copy of said document being permanently kept on file in the Office of the Clerck- Treasurer of the City of Huntsville, Alabama.

**ADOPTED** this the 24th day of April, 2025

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President of the City Council of the  
City of Huntsville, Alabama

**APPROVED** this the 24th day of April 2025

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Mayor of the City of Huntsville,  
Alabama

# RouteMatch

## ORDER FORM

2024- 2024 Annual Fees			
Product	Term	Invoiced	Fees
Support and Maintenance Core System RouteMatch	4/1/2025 to 3/31/2026	One-Time	\$38,240.76
Notification Module	4/1/2025 to 3/31/2026	One-Time	\$14,469.00
Licenses Additional	4/1/2025 to 3/31/2026	One-Time	\$392.27
Interactive Voice Response (IVR) Fees	4/1/2025 to 3/31/2026	One-Time	\$5,048.57
Licenses Additional	3/1/2025 to 2/28/2026	One-Time	\$2,085.38
Licenses Additional	7/1/2025 to 6/30/2026	One-Time	\$289.38
Infotainment	9/18/2025 to 9/17/2026	One-Time	\$3,561.60
Routeshout & Amble	8/1/2025 to 7/31/2026	One-Time	\$25,573.96
Licenses	7/1/2025 to 6/30/2026	One-Time	\$289.38
SMS Text Fees	7/1/2025 to 6/30/2026	One-Time	\$848.00
Subtotal			\$90,798.31
Total			\$90,798.31
Routematch Software, LLC		City Of Huntsville	
Signature:		Signature:	
Name:		Name:	

### Terms and Conditions.

**1. Agreement.** This Order Form is effective as of December 23, 2024 ("Effective Date") and is expressly incorporated into and governed by terms of the existing Software License and Services Agreement (or alternative agreement mutually agreed to in writing by the parties), inclusive of any and all prior amendments, change orders or addendums thereto (the "Agreement") between Client and Routematch Software, LLC (formerly known as RouteMatch Software, Inc.) ("Company"). In the event of any conflict between the terms of this Order Form, any Client purchase order, the terms of this Order Form shall prevail.

**2. Fees and Payment.** Pricing is valid for 90 days. Payment terms are net 30 days from date of invoice. When applicable, Company may seek to enforce all rights and remedies under Client's state-specific Prompt Payment statutes for overdue or outstanding invoices.

**3. Professional Services.** The professional services provided by Company detailed herein, if any, shall be performed: (a) in a diligent, professional and workmanlike manner in accordance with best applicable industry practices; (b) in accordance with this Order Form; (c) by experienced and qualified personnel with the proper expertise, skills, training; and (d) in accordance with all applicable laws and regulations. No duties or responsibilities are assumed by Company other than those specifically set forth in this Order Form.

**4. Feedback.** From time to time, Client may submit feedback to Company respecting its use of and interaction with the Software, in the course of its use of the Software, or while receiving hardware installation, support and maintenance, or professional services ("Feedback"). Client grants Company a perpetual, royalty-free and irrevocable right and license to freely use, reproduce, modify, adapt, publish, copy, disclose, sublicense, transmit, distribute, create derivative works from, sell and exploit any Feedback in any manner without any obligation, royalty or restriction based on intellectual property rights or otherwise. No Feedback will be considered Client's Confidential Information, and nothing in this Agreement shall limit Company's right to independently use, develop, evaluate, or market products, whether incorporating Feedback or otherwise.

**5. Publicity.** Client grants Company the right to use its company name and logo as a reference for marketing or promotional purposes on the Company website and in other public or private communications with existing or potential customers, subject to Client's prior written approval.

**6. License to Client Data.** Client hereby grants Company a non-exclusive, non-transferable, royalty-free, worldwide right to use the electronic data of Client, its customers, and its users, that is submitted or imported into the Hardware and/or Software (collectively, "Client Data") solely and only as necessary for the limited purpose of the Software performing the services and only in accordance with the terms of the existing Business Associate Agreement, if applicable. Client shall own and retain all right, title and interest in and to the Client Data.

**10. License to Resulting Data.** Company may collect and store analytical and usage data arising out Client's use of the hardware ("Analytic Data"). Client grants to Company a limited, non-exclusive, perpetual, worldwide, royalty-free license to use, aggregate (including with other customers' data), publish, display and distribute any anonymous information during the term of the Agreement solely for (i) purposes of providing services to Client (including performance benchmarking, analysis, improvement, reporting on, promotion of and further development of the Software).

\_\_\_\_\_  
 President of the City Council of the City of  
 Huntsville, Alabama  
 Date: \_\_\_\_\_

Analytic Data in a manner which would identify Client without its advance written permission. Company shall store all collected data in compliance with all applicable laws and only in accordance with the terms of the existing Business Associate Agreement.

**11. Confidentiality.** To the greatest extent possible under applicable state law, Client shall treat the pricing information contained in this Order Form as confidential and protect it from release to the public.

**FEDERAL TRANSIT ADMINISTRATION  
SPECIAL PROVISIONS TERMS AND CONDITIONS**

**APPENDIX G**

**SPECIAL TERMS & CONDITIONS**

This contract is partially funded with 49 U.S.C., Chapter 53, Title 23, Section 5307, CFDA 20.507, and/or Section 5339, CFDA 20.526 Federal Transit Grant Funds. The attached Federal Compliance items must be certified. All proposals that do not have the certifications attached will be disqualified.

**Of Note, the awarded Contractor is certifying compliance to all *relevant* clauses herein and that all sub-contractors under this contract shall certify all *relevant* clauses herein, if applicable.**

- 1. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES** - The Federal Government shall not be subject to any obligations or liabilities to any third-party contractor or other participant at any tier of the Project.
- 2. PROGRAM FRAUD AND FALSE STATEMENTS OR CLAIMS** – The Contractor, subrecipients, subcontractors, agree to the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq., and U.S. Dot Regulations, "Program Fraud Civil Remedies", 49 C.F.R. Part 31, and 49 U.S.C. §5323(1), 18 U.S.C. §1001 may apply to a subcontractor at any tier.
- 3. ACCESS TO RECORDS AND REPORTS** –
  - 1) The Contractor will retain and will require its sub-contractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.
  - 2) The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. §200.333. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i) (11).
  - 3) The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
  - 4) The Contractor agrees to permit FTA and its contractors' access to the sites performance under this contract as reasonably may be required.
- 4. FEDERAL REQUIREMENT CHANGES** – The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between City of Huntsville, AL Huntsville Transit and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract. The Contractor shall require subcontractors, at all tiers, to comply with all the applicable federal changes as listed above.

**FEDERAL TRANSIT ADMINISTRATION  
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**5. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

- The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E 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 City requests which would cause City to be in violation of the FTA terms and conditions.

**6. DISADVANTAGED BUSINESS ENTERPRISE** – The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

**7. CIVIL RIGHTS** - The Contractor, subrecipient or subcontractor must comply with the following Federal Laws:

- 1) 1) Nondiscrimination - In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age, and all other applicable regulations as required by FTA.
- 2) Race, Color, Religion, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note.
- 3) Age - In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age, and any other requirements that FTA may issue.
- 4) Disabilities - In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended,

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42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

**8. ENERGY CONSERVATION** – The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. Complying with and facilitating compliance with: (1) Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and (2) U.S. Environmental Protection Agency (U.S. EPA), “Comprehensive Procurement Guideline for Products Containing Recovered Materials,” 40 C.F.R. part 247.

**9. TRAFFICKING in PERSONS** – The contractor agrees that it and its employees, may not:

- 1) Engage in severe forms of trafficking in persons during the period of time that the agreement is in effect;
- 2) Precure a commercial sex act during the period of time that that the agreement is in effect, or
- 3) Use forced labor in the performance of the contract or sub-contracts.

**10. FEDERAL TAX LIABILITY and RECENT FELONY CONVICTIONS** – The contractor agrees to comply with Consolidated Appropriations Act, 2019, Pub. L. 116-6, div. D, title VII, §§ 744–745), U.S. DOT Order 4200.6. The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) 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
- 2) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.
- 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 subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

I.  Signature of Contractor's Authorized  
Official

II. Matt Behmer General Manager Name and Title of Contractor's  
Authorized Official

III. 2/18/2025 Date

**11. SAFE OPERATIONS of MOTOR VEHICLES** – The contractor is encouraged to have safe operations of motor vehicle policies:

- 1) Seat Belt Use – Adopting and promoting 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; and
- 2) Distracted Driving, Including Text Messaging While Driving – The contractor agrees to:
  - I. Safety. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while



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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 Agreement, or when performing any work for or on behalf of the Agreement; and

- II. Contractor Size. Conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving; and
- III. Extension of Provision. Include this Special Provision in each third party subagreement at each tier supporting this agreement.

**12. ADA ACCESS** –The contractor agrees to comply with mandatory requirements relating to Federal protections for individuals with disabilities under the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Section 12101 *et seq.*, prohibiting discrimination against qualified individuals with disabilities in all programs, activities, and services. It also imposes specific requirements on public and private public and private entities. The contractor must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA employment, public services, public accommodations, telecommunications, and other provisions.

**13. SAFETY SENSITIVE INFORMATION** – The contractor must protect, and take measures to ensure that its sub-contractor(s) at each tier protect, “sensitive security information” made available during the administration of a contract or sub-contract to ensure compliance with 49 U.S.C. Section 40119(b) and implementing DOT regulations, “Protection of Sensitive Security Information,” 49 C.F.R. Part 15, and with 49 U.S.C. Section 114(r), and implementing Department of Homeland Security regulations, 49 C.F.R. Part 1520.

**14. TERMINATION PROVISIONS** – (*Applicable to contracts exceeding \$10,000*). **The termination clauses extend to Contractors, sub-contractors, and sub-recipients at every level.**

- 1) Termination for Convenience (General Provision) - The City of Huntsville may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government’s best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to City of Huntsville to be paid the Contractor. If the Contractor has any property in its possession belonging to the City of Huntsville, the Contractor will account for the same, and dispose of it in the manner the City of Huntsville directs.
- 2) Termination for Default [Breach or Cause] (General Provision) - If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City of Huntsville may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the



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City of Huntsville that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the City of Huntsville, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

- 3) Opportunity to Cure (General Provision) - The City of Huntsville in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to City of Huntsville'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 City of Huntsville setting forth the nature of said breach or default, the City of Huntsville 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 City of Huntsville from also pursuing all available remedies against Contractor and its sureties for said breach or default.
- 4) Waiver of Remedies for any Breach - In the event that the City of Huntsville elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by The City of Huntsville shall not limit City of Huntsville's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
- 5) Termination for Default (Supplies and Service) - If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the City of Huntsville may terminate this contract for default. The City of Huntsville shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the City of Huntsville.

**15. DEBARMENT AND SUSPENSION** (*Applicable to Procurements Exceeding \$25,000*) - The contractor agrees to comply with applicable provisions of Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT Regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. Part 1200, and "Guidelines to Agencies on Government Wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. Part 180. When applicable, contractors, at any tier, will review the "Excluded Parties Listing System" at [www.sam.gov](http://www.sam.gov), and will include a similar term or condition in each of its covered transactions. The Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- 1) Debarred from participation in any federally assisted Award;
- 2) Suspended from participation in any federally assisted Award;
- 3) Proposed for debarment from participation in any federally assisted Award;


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- 4) Declared ineligible to participate in any federally assisted Award;
- 5) Voluntarily excluded from participation in any federally assisted Award; or
- 6) Disqualified from participation in any federally assisted Award

**16. LOBBYING AND CERTIFICATION DISCLOSURE** *(Applicable to Procurements Equal to or Exceeding \$100,000)* - 31 U.S.C. 1352 (a), 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.

**The undersigned certifies, to the best of his or her knowledge and belief, that:**

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 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 subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- 4) 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 section 1352, title 31, U.S. Code. 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.

I.    
 Signature of Contractor's Authorized Official  
 Matt Behmer General Manager

II.   
 Name and Title of Contractor's Authorized Official

III.   
 2/18/2025  
 Date

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**17. BREACHES AND DISPUTE RESOLUTION** *(Applicable to Procurements Exceeding \$250,000)*

- 1) Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the City of Huntsville's Attorney. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the City Attorney. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the City Attorney shall be binding upon the Contractor and the Contractor shall abide by the decision.
- 2) Performance During Dispute - Unless otherwise directed by the City of Huntsville, Contractor shall continue performance under this Contract while matters in dispute are being resolved.
- 3) 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 thereof shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.
- 4) Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes, and other matters in question between the City of Huntsville and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the City of Huntsville is located.
- 5) Rights and Remedies - The 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 City of Huntsville, 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.

**18. CLEAN AIR and FEDERAL WATER POLLUTION CONTROL ACT** *(Applicable to Procurements Exceeding \$150,000)* - The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q and 33 U.S.C. §§ 1251 through 1388, as amended;

- 1) Report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities,"
- 2) Refrain from using any violating facilities,
- 3) Report violations to FTA and the Regional U.S. EPA Office, and
- 4) Comply with the inspection and other applicable requirements of the Clean Air Act, as amended, 42 U.S.C. §§ 7401-7671q; and the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251-1387
- 5) The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

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**19. SUBSTANCE ABUSE TESTING** (*Applicable to Contracts with Safety Sensitive Work Performed, Maintenance on Revenue Vehicles*) – Drug and Alcohol Testing Policy-U.S. Department of Transportation (DOT), 49 C.F.R., part 40; Federal Transit Administration (FTA), 49 C.F.R., part 655; and the Federal Motor Carrier Safety Administration (FMCSA), 49 C.F.R., part 382.

- 1) The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. parts 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Alabama, or The City of Huntsville, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees to submit the Management Information System (MIS) reports before January 31st of the following calendar year to the City of Huntsville's Employee Clinic & Resource Coordinator, 2227 Drake Avenue SW, Suite 26, Huntsville, AL 35805.
- 2) The Contractor agrees to comply and assures compliance of its Sub-Contractor(s) or other participants, with all Drug and Alcohol Testing Policies as required under the above referenced DOT, FTA, and FMCSA mandates. These requirements are outlined in the Scope of Work, section XI. Contractor's Personnel.

**20. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT – NON-CONSTRUCTION** (*Applicable to non-Construction Activities*) - The contractor or subcontractor agrees to comply with Sections 102 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. Section 3702, and Department of Labor (DOL) regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR Part 5. Section 4104(c) of the Federal Acquisition Streamlining Act of 1994, 40 U.S.C. Section 3701(b)(3)(A)(iii), increased the wage and hour thresholds of \$2,000 for construction work and \$2,500 for non-construction work set forth in the Common Grant Rules to \$150,000. A federally assisted contract must exceed \$150,000 before these wage and hour requirements apply to that contract.

**21. CARGO PREFERENCE** (*Applicable to Products Requiring Shipping*) - Use of United States-Flag Vessels - The contractor agrees:

- 1) to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- 2) to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.)
- 3) to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by

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ocean vessel.

**22. FLY AMERICA REQUIREMENTS** *(Applicable to Products Requiring Flight Transport)* - The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub-recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S 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. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. 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. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

**23. BUS TESTING** - The Contractor/Manufacturer agrees to comply with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665 and indicate one of the following three alternatives:

- 1) \_\_\_\_\_ The buses offered herewith have been tested in accordance with 49 CFR Part 665 on \_\_\_\_\_ (date). If multiple buses are being proposed, provide additional bus testing information below or on attached sheet. The vehicles being sold should have the identical configuration and major components as the vehicle in the test report, which must be submitted with this Proposal. If the configuration or components are not identical, then the manufacturer shall provide with its Proposal a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing. If multiple buses are being proposed, testing data on additional buses shall be listed on the bottom of this page.
- 2) \_\_\_\_\_ The manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), and submits with this Proposal the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.
- 3) \_\_\_\_\_ The vehicle is a new model, or vehicle configuration and components are not identical, and will be tested and the results will be submitted to the Agency prior to acceptance of the first bus.

The undersigned Manufacturer certifies that the vehicle offered in this procurement complies with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665.

**I. Certification of Compliance with FTA's Bus Testing Requirements -**

1. The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29. Certified by Authorized Official.

a. Date: \_\_\_\_\_

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- b. Signature: \_\_\_\_\_
- c. Company Name: \_\_\_\_\_
- d. Title: \_\_\_\_\_

**24. PRE-AWARD AND POST-DELIVERY AUDIT REQUIREMENTS** - The Contractor agrees to comply with 49 U.S.C. § 5323(l) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

- 1) **Buy America Requirements:** The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder/Offeror certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
- 2) **Solicitation Specification Requirements:** The Contractor shall submit evidence that it will be capable of meeting the bid specifications.
- 3) **Federal Motor Vehicle Safety Standards (FMVSS):** The Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.
- 4) **Buy America Certification— Rolling Stock** (*Applicable to Procurements exceeding \$150,000*) - The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, and any later amendments, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7 and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. A bidder or offeror must submit to the FTA recipient, the City of Huntsville, the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

In accordance with 49 C.F.R. §661.12, for the procurement of rolling stock (including train control, communication, and traction power equipment), use the certifications below.

- 5) **Certificate of Compliance with Buy America Rolling Stock Requirements** - The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j), as amended, and the applicable regulations in 49 C.F.R. Part 661.11.

- I. Date \_\_\_\_\_
- II. Signature \_\_\_\_\_
- III. Company \_\_\_\_\_



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IV. Name \_\_\_\_\_

V. Title \_\_\_\_\_

- 6) **Certificate of Non-Compliance with Buy America Rolling Stock Requirements -**  
The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), as amended, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(C), as amended, and the applicable regulations in 49 C.F.R. 661.7.

I. Date \_\_\_\_\_

II. Signature \_\_\_\_\_

III. Company \_\_\_\_\_

IV. Name \_\_\_\_\_

V. Title \_\_\_\_\_

**25. TRANSIT VEHICLE MANUFACTURERS (TVM) CERTIFICATION** - This procurement is subject to provisions of 49 CFR Part 26. Accordingly, as a condition of permission to bid, the following certification must be completed and submitted with the bid. A bid which does not include the certification will not be considered.

- 1) **TVM Certification** \_\_\_\_\_ (name of firm), a TVM, hereby certifies that it has complied with the requirements of 49 CFR Part 26 Section 26.49 by submitting a current DBE Goal to the Federal Transit Administration (FTA). The goals apply to fiscal year \_\_\_\_\_ and has either been approved or not disapproved by FTA.

- 2) **Or,** \_\_\_\_\_ (name of firm) hereby certifies that the manufacturer of the transit vehicle to be supplied \_\_\_\_\_ (name of manufacturer) has complied with the above referenced requirements of Section 26.49 of 49 CFR Part 26.

I. Date: \_\_\_\_\_

II. Signature: \_\_\_\_\_

III. Company Name: \_\_\_\_\_

IV. Printed Name: \_\_\_\_\_

V. Title: \_\_\_\_\_

**26. COMPLIANCE with COPELAND ANTI-KICK BACK ACT requirements** - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

- 1) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- 2) **Contract termination: debarment** - A breach of the contract clauses in 29 CFR 5.5 may

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be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**27. VETERANS PREFERENCE** - As provided in 49 U.S.C. § 5325(k), to the extent practicable, the Contractor agrees:

- 1) give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract.
- 2) This subsection shall not be understood, construed, or enforced in any manner that would 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.

**28. \*ADDITIONAL NOTICE TO U.S. DOT INSPECTOR GENERAL** - The Contractor agrees to promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Contractor is located, if the Contractor has knowledge of potential fraud, waste, or abuse occurring on a this project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility also applies to subcontractors at any tier.

**29. \*PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

- 1) The Contractor and Sub-Contractors are prohibited from obligating or expending Federal Transit Administration funds under this contract funds to:
- 2) Procure or obtain;
- 3) Extend or renew a contract to procure or obtain; or
- 4) 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).
- 5) 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).
- 6) Telecommunications or video surveillance services provided by such entities or using such equipment. 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.
- 7) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy

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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.

**30. STATE and LOCAL LAW DISCLAIMER** - The use of many of the suggested clauses may not be governed by Federal Law, but may be significantly affected by State law. Contractors should consult with their attorneys before using language in the sub-contractors procurement documents.

**31. PUBLIC TRANSIT PROTEST PROCEDURES** – Authority to Resolve Protested Solicitations and Awards, including the process of submitting a protest, is available upon request to the City of Huntsville, Huntsville Transit, Accountant III, 500 B Church Street, Huntsville, AL, 35801, 256-427-6811.

**CERTIFICATION:**

The Contractor, RouteMatch Software, LLC., certifies that all the above referenced federal requirements will be complied with as stated herein, as applicable. **FAILURE TO CERTIFY IS TO DISQUALIFY THE ACCOMPANYING BID PROPOSAL.**

RouteMatch Software, LLC.

Legal Name of Firm

Signed by:  
  
AAFA5B5A07B343F

Signature of Bidder

Matt Behmer

Print or Type Name of Bidder

2/18/2025

Date