



MIDDLETOWN TRANSIT DISTRICT

Request for Proposal (RFP)

Transit Management

SUBMISSION DEADLINE:

3:00pm Monday June 25, 2018

SUBMISSION CONTACT INFORMATION:

Beverly Lawrence

Board Chair

Middletown Area Transit District (MAT)

340 Main St.

Middletown, CT 06457

Chairman@mt dct.org

All submissions will be accepted in non electronic format only.

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BACKGROUND / OVERVIEW

BACKGROUND

The Middletown Area Transit District (MTD) was formed in accordance with Chapter 103a of the Connecticut General Statutes in 1979 with Middletown providing Fixed Route and paratransit service throughout Middletown and parts of Meriden and Cromwell. Subsequently under contract MAT provides Fixed Route service to Portland and East Hampton as well complementary paratransit service to Durham, Middlefield, Portland, and East Hampton. In April of 2018 the towns of Durham, Middlefield, Portland and East Hampton were invited by Middletown to join the Board as members. Representatives from these towns meet monthly, to act on matters necessary in managing the District's affairs and these meetings are open to all members of the public.

About Middletown Area Transit District

The MAT offers a variety of services and regional benefits to its member towns. Its purpose is to coordinate and promote an adequate level of modern and efficient public transportation and ride-sharing services for the residents and businesses of Middletown and surrounding regions in order to improve the mobility of residents, provide alternatives to the privately owned automobile, to reduce air pollution caused by vehicle emissions and to conserve energy.

The MAT is run by a Board of Directors currently consisting of two directors from Middletown but upon the other towns joining each town will have one or two representatives depending on population. Each Director is appointed by his/her local governing body and serves a term lasting four years. The Board has four officers that manage the organization: the chair, the vice chair, the secretary, and the treasurer. The Directors currently meet monthly but at least four times a year and have one annual meeting. All meetings are posted in the local publications of each municipality. The Board of Directors currently contracts out the day-to-day management of the transit district to a local transportation company.

OVERVIEW

The Middletown Area Transit District (MAT) Board of Directors is soliciting proposals from qualified firms to provide transit management services for the transit district. In August of 2018 the MAT's contract with its current transit management service is ending. To ensure continued service to municipalities in the Middletown region, the Board of Directors is requesting that firms experienced in transit district management submit their proposals. The Board is looking at the firms' qualifications and experience in providing employees who are skilled in district and operational management. The firm would manage the day-to-day transit operations and would work under the direction and supervision of the MAT Board of Directors.

GENERAL SPECIFICATIONS

Purpose

With a presence in the community since 1979, MAT services the fixed route in the towns of Middletown, Portland, East Hampton, parts of Meriden and Cromwell as well as Paratransit service for Middletown, Durham, Middlefield, Portland, East Hampton, parts of Cromwell and Meriden. Qualified firms would support the existing programs the District has and assist in the creation and implementation of any new initiatives the Board of Directors undertakes.

Overview

The Board of Directors is seeking proposals from firms to provide transit management for the District. The firm would provide for the MAT a qualified Administrator who will remain an employee of the firm. This employee would provide management services for the District that include, but are not limited to:

- Maintenance of daily operations
- Management of existing Fixed routes, Dial-A-Ride, and ADA paratransit services
- Scheduling
- Fare structure
- Service standards
- Budgeting
- Accounting
- Record keeping
- Grant Administration
- Purchasing
- Safety and security
- Incident Management
- Employee selection/training
- Human Resources and Employee relations
- Labor negotiations (if needed)
- Equipment and facilities utilization
- Maintenance of District fleet and facilities
- Transit planning
- Marketing and advertising
- Public relations
- Coordination with planning and administration of contracts for special transit services
- Other management functions as are needed in the operation of a transit district
- Compliance with all local, state, and federal transit and workplace requirements

These services would be provided under the direction of the MAT Board of Directors and such services may be adjusted at the direction of the MAT Board of Directors throughout the duration of the firm's contract period.

It is MAT's intent to enter into a contract for a 3 year period. The contract may be extended for an additional 2 year period subject to performance at the option of MAT, and provided that such an extension is permissible under Federal, State and MAT requirements.

SCOPE OF SERVICES

Each firm that seeks consideration must demonstrate a minimum of 5 years' experience in day-to-day management of transit districts of similar size to the MAT. In addition it must present a qualified Administrator candidate as part of its submission.

Administrator

The Administrator proposed by the firm must possess first hand working knowledge and experience in the majority of, if not all facets of public transportation administration, finance, operations and maintenance. Demonstrated experience with automated scheduling software and mobile data terminals is critical.

The ideal candidate must possess a proven operational knowledge and experience in the following areas:

- Personnel management / organizational-teambuilding skills
- 5311 and 5307 Grant Program
- Budgeting and capital planning
- Grant writing and administration skills
- FTA Drug and Alcohol program requirements and compliance
- FTA operating and procurement requirements
- Asset and fleet maintenance management
- Safety and Training
- Human Resources
- QuickBooks Accounting Software
- Microsoft Office
- Management of ongoing projects and coordinating transportation between various agencies, clients and other transportation agencies.
- Public Relations
- ADA requirements that relate to public transit

The position's successful candidate must possess a combination of education and experience in transportation administration, finance, planning, transit regulatory compliance and operations, and customer service. A minimum of 5 years' experience in public transportation with progressively responsible management experience or a college degree in a related field is

preferred. Excellent verbal, written and interpersonal skills are required. This position will be subject to and entered into MAT's random drug and alcohol testing pool and drug policy as it is a safety sensitive position. The firm's drug and alcohol policy may be substituted for this requirement provided that such policy meets FTA requirements and the substitution is approved by the MAT Board of Directors.

SUBMISSION OF PROPOSALS

Proposals submitted in response to this Request for Proposal are **required** to meet the following criteria.

1. Number of Copies - please submit 5 identical copies of the proposal, complete in all respects, typed, bound in an 8 ½ x 11 inch volume and each copy must include the following items presented in the following order:
 - a. Letter of Interest
 - b. Company Information
 - c. Relevant Experience
 - d. References
 - e. Proposed Transit Management Plan
 - f. Proposed Technical Support Plan
 - g. Transition Plan
 - h. Resume
 - i. Cost Proposal
 - j. Signed required Certification Documents
2. Letter of Interest – introduce your firm and provide a narrative description of your proposal.
3. Company Information
 - a. Name of company and parent company, if any. Description of the firm and all proposed subcontractors' major services and activities.
 - b. Organizational structure of your company.
 - c. Names, titles, reporting relationships, background and experience of the principal members of the company, including officers. Indicate which individuals are authorized to bind the company in negotiations with the Middletown Area Transit District.
 - d. Address of principal office. If the Administrator reports to a regional or local office, please include the address and contact information for that office as well.
 - e. Name and Address of Administrators immediate supervisor in the firm.
 - f. Name, address, telephone number and email address of the principal contact person to receive notifications and to reply to inquiries from the MAT.
 - g. Legal form of ownership. If a corporation, where incorporated.
 - h. Years engaged in above services under your present name.
 - i. Litigation – Describe any litigation, including arbitration proceedings (past and present), involving your firm.

- j. Default - Have you ever failed to complete any work awarded to you? Have you ever defaulted on a contract or been notified of a default by your client? If so, where and why?
4. Relevant Experience – Short description of recent projects that demonstrate successful performance in transit district management.
5. References – Include three (3) references, with a contact name and phone number that the MAT Board of Directors may contact at each institution. It is preferred that references include those clients for whom the respondent has provided services similar in nature, size, and quality to those requested in this RFP.
6. Proposed Transit Management Plan – Detailed descriptions of the transit management plan to be used to accomplish the work. Include the proposed methodology, and the process to be used. List, categorize and submit samples of all deliverables.
7. Proposed Technical Support Plan - The availability and plan for the technical support to be provided. In addition to the Administrator, the successful bidder will have a central staff that is available to assist the Administrator on an as needed basis. Please describe a plan for the use of this support staff, Please provide information on training that will be available to MAT employees. Please provide information on training and professional development to be provided to the Administrator assigned to this engagement. MAT is seeking to maximize service with shrinking resources. Therefore please provide information on opportunities your firm can provide to provide cost savings through joint purchasing, shared services and similar activities which can accrue to the benefit of MAT.
8. Transition Plan – To ensure a smooth transition to new management, the firm must provide a detailed description of how it would transition to taking over control of the day to day management of the transit system.
9. Resumes - Resumes of all the team members that will be assigned to the project including the Administrator, the Administrator’s supervisors and all support staff that will be assigned to support this engagement. Resumes should demonstrate the team members’ education, qualifications, and recent experiences performing similar services.
10. Cost Proposal – Detailed spreadsheet breaking down all costs associated with the proposal. The Fee Proposal Form contained in the forms sections of this RFP must be completed.

SELECTION PROCESS AND RIGHT TO REJECT

The Middletown Area Transit District Board of Directors will evaluate and select the firm based on:

- Qualifications of the firm and the proposed team assigned to this project
- Experience and performance with similar engagements
- References
- Ability to provide timely services
- Awareness of project issues and ability to respond to those issues.

- Opportunities and constraints
- Estimated fees and expenses
- Responsibility questionnaire
- Federal certifications
- MAT Proposal Certification

The selected firm must be able to meet all municipal, state and federal affirmative action and equal employment opportunity practices and guidelines. All applications will remain sealed until the end of the application period, at which time the Board of Directors will review the applicants. No applications will be accepted after the submittal deadline. Any questions regarding the RFP must be submitted in writing to Beverly Lawrence, Board Chair, at chairman@mt dct.org on or before 3:00pm on Monday June 11, 2018. All questions and responses will be provided to all respondents.

Proposals will not be publicly opened. All Proposals and evaluations will be kept strictly confidential throughout the evaluation, negotiation, and selection process. Only the members of the Board of Directors and other procuring officials, employees, and agents having a legitimate interest will be provided access to the Proposals and evaluation results during this period.

The MAT does not expressly state or imply any obligation to reimburse responding firms for any expenses incurred in preparing submissions in response to this request. The Board reserves the right to reject any or all submissions, to select a firm in a manner that is advantageous to the MAT and to waive all formalities in the bidding. Neither the MAT, nor any of its respective officers, directors, employees or authorized agents shall be liable for any claims or damages resulting from the evaluation, selection, non-selection or rejection of any proposal submitted in response to this Request for Proposals. The project will not be deemed to be awarded until a written contract, in a form acceptable to the MAT, has been fully executed by both parties.

TIMELINE OF RFP PROCESS

- Final Date for questions regarding the RFP June 11, 2018**
- RFP due no later than 3:00pm Monday June, 25, 2018
- Interviews with prospective firms – Anticipated date range: July 2 – July 6, 2018
- Contract negotiation: July 2018
- Notice of selection: August 2018

SECTION VI
RESPONSIBILITY QUESTIONNAIRE

RESPONSIBILITY QUESTIONNAIRE

PART I - IDENTITY OF PROPOSER

Company Full Legal Name: _____

Contact Person: _____

Legal Address: _____

Legal Telephone Number: _____

Indicate all other names by which this organization has been know and the lengths of time know by each name. Please attach additional pages as needed.

Company Federal taxpayer identification number _____

Operating as one of the following forms of legal entity (Check whichever applies and fill in any appropriate blanks):

_____ An individual or sole proprietorship

_____ A general partnership

_____ A limited partnership

_____ A joint venture consisting of: _____
and _____
(List all joint ventures on a separate sheet if this space is inadequate.)

_____ A non-profit organization

_____ A corporation organized or incorporated under the laws of the following state or country: _____ on the following date: _____

1. If the organization is a corporation, indicate the following:

Date of incorporation: _____

State of incorporation: _____

President's name: _____

Vice-President's name: _____

Secretary's name: _____

2. Certificate of Incorporation been previously filed with **MIDDLETOWN AREA TRANSIT DISTRICT** (corporation only)

Yes No If "NO", attach a certified copy

3. How many years has this organization been in business under its present business name?

4. If the organization is an individual or a partnership, answer the following:

Date of organization: _____

Name and address of all partners (state whether general or limited partnership)

Please attach additional pages as needed.

5. If the organization is other than a corporation or partnership, describe the organization and name its principals. Please attach additional pages as needed:

6. List the States in which your organization is legally qualified to do business. Indicate category or trade and indicate registration or license numbers, if applicable. List states in which partnership or trade name is filed. Please attach additional pages as needed.

11. Within the last five years, has any officer or partner of your organization ever been an officer or partner of another organization where it failed to complete a contract? If so, note whom, when and where and attach a separate sheet of explanation to this form.

12. Attach a corporate financial statement for the most recent year. If a financial statement is not available, please provide other suitable documentation of the financial stability of the organization. It is imperative that the company demonstrates that it has the financial capacity to carry out the overall performance of this project.

Name of the firm preparing the financial statement and date of preparation:

Is this financial statement for the identical organization named on the first page of this questionnaire?

If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent, subsidiary):

Will this organization act as a guarantor of the contract for management? _____

I certify that the attached financial statements for this Proposal properly reflect the financial position of the company for the periods indicated on the financials.

This _____ Day of _____, 2018

Title: _____

Name: _____

PART II - TECHNICAL

1. List each contract which, during the last two years, the person/entity contracting with you: i) terminated for default; ii) sued to compel performance; iii) sued to recover damages, including, without limitation, upon alleged breach of contract, misfeasance, error or omission or other alleged failure on your part to perform as required by your contract; or iv) called upon a surety to perform the work.

2. During the past three years, has the Proposer's firm ever been a party to a bankruptcy or reorganization proceeding?

YES

NO

If answer is "YES" explain below.

3. If any professional or other licenses, permits, or certifications are required to perform the Work/services called for by this solicitation, list the license, permit, or certification that the Proposer or Proposer's employees or agents possess. If none, state "None".

4. Describe whether any present or anticipated commitments and/or contractual obligations might have an influence on the capabilities of the Proposer to perform the work called for by this Contract. Any apparent conflicts as between the requirements/commitments for this Contract with respect to the use of Proposer's resources, such as management or technical expertise or financing, should be explained. If none, state "None".

5. If any professional or other licenses, permits, or certifications are required to perform the work/services called for by this solicitation, list the license, permit, or certification that the Proposer or Proposer's employees or agents possess. If none, state "None".

<u>License or Permit or Certification</u>	<u>Name of Holder</u>	<u>Issuing State or Entity</u>

6. If any insurance is required please provide certificates of insurance naming **MIDDLETOWN AREA TRANSIT DISTRICT** and the State of CT Department of Transportation as an additional insured. If none, state "None".

<u>Type of Insurance</u>	<u>Name of Insuring Co.</u>	<u>Limit of coverage</u>

7. Have any of the Proposer's officers, partners, owners, managers or employees had any project related licenses, permits or certifications revoked or suspended in the past three years.

YES

NO

If answer is "YES" explain below.

PART IV - VERIFICATION AND ACKNOWLEDGMENT

STATE OF

_____)

) **ss.:**

COUNTY OF _____)

On the _____ day of _____ 201____, before me personally came and appeared,

_____, by me known to be said person, who swore under oath as follows:

1. He/she is _____ of _____
(Print title) (Print name of firm)

2. He/she is duly authorizes to sign this Questionnaire on behalf of said firm and duly signed this document pursuant to said authorization.

3. The answers to the questions set forth in this Questionnaire are true, accurate and complete.

4. He/she acknowledged and understands that the Questionnaire includes provisions, which are deemed included in the Contract if awarded to the firm.

Sworn to before me this _____ day of _____, _____

(Notary Public)

SECTION VII

REQUIRED PRICING FORMS

Fee Proposal Form

For

MIDDLETOWN AREA TRANSIT DISTRICT

In accordance with the specifications, terms and conditions of the Request for Proposal and related addenda, if any, which is hereby acknowledged, the following fees are submitted on the behalf of:

Printed Legal Name and Address of Offeror

	Monthly Management Fees	Yearly Management Fees
<i>Year One – 9/01/18 to 8/31/19</i>	\$_____ x 12 months	=\$_____
<i>Year Two – 9/01/19 to 8/31/20</i>	\$_____ x 12 months	=\$_____
<i>Year Three 9/01/20 to 8/31/21</i>	\$_____ x 12 months	=\$_____

Total Term Management Fee: \$_____

Signature of Authorized Representative: _____

Printed Name and Title: _____

Date: _____

SECTION IX

REQUIRED PROPOSAL FORMS

**MIDDLETOWN AREA TRANSIT PROPOSAL SUBMISSION PAGE
FOR MANAGEMENT SERVICES**

SUBMITTED BY _____

TO: Middletown Area Transit District

The undersigned hereby declares that he/she has carefully read and examined the Advertisement and the Request and has decided to provide services and systems in conformance to the specifications and requirements of the RFP and any addendum thereto at the price stated in the attached proposal and or any final proposal offered.

I additionally certify that we are fully licensed, insured and have the proper equipment, systems personnel to handle the project as documented in this procurement document.

My Company also agrees and understands that in the event that **MIDDLETOWN AREA TRANSIT DISTRICT** is required to purchase such services from another Vendor for any reason due to my company's failure to perform in accordance with the terms and conditions of this contract, my company will be charged the total cost of the other vendor(s) to perform the service, plus \$100.00 (per occurrence) to cover administrative fees and costs.

The Contractor hereby agrees to pay the aforesaid amounts as fixed, agreed and liquidated damages, and not by way of penalty, to **MIDDLETOWN AREA TRANSIT DISTRICT** and further authorizes **MIDDLETOWN AREA TRANSIT DISTRICT** to deduct the amount of the damages from money due the Contractor under the Contract, computed as aforesaid. If the monies due the Contractor are insufficient or no monies are due the Contractor, the Contractor shall pay **MIDDLETOWN AREA TRANSIT DISTRICT** the difference or the entire amount, whichever may be the case, within 30 (thirty) calendar days after receipt of a written demand by the Board of Directors.

Under no circumstances shall this provision be interpreted or extended to mean a relinquishment of rights for a claim for any other damages that **MIDDLETOWN AREA TRANSIT DISTRICT** may have against the Contractor for any other reason whatsoever.

Firm Name: _____

Address: _____

Authorized by: _____

Signature: _____

Title: _____

Date: _____

NOTICE OF AWARD

By execution below, Procuring Agency accepts Offer as indicated above.

Officer: Purchasing and Contracts _____
Signature

Award: Date of _____

SECTION X

FEDERAL REQUIREMENTS

Fly America Requirements

Applicability – 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 (\$3,000 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.

Charter Bus Requirements

These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over

\$2,000).

Contractor shall comply with 49 USC 5323(d) and (g) and 49 CFR 604, which state that recipients and subrecipients of FTA assistance may provide charter service for transportation projects that uses equipment or

facilities acquired with Federal assistance authorized under the Federal transit laws (except as permitted by 49

CFR 604.2), or under 23 U.S.C. 133 or 142, only in compliance with those laws and FTA regulations, “Charter

Service,” 49 CFR part 604, the terms and conditions of which are incorporated herein by reference.

School Bus Requirements

These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over

\$2,000).

Pursuant to 69 USC 5323(f) and 49 CFR 605, recipients and subrecipients of FTA assistance shall not engage in

school bus operations exclusively for transportation of students and school personnel in competition with private

school bus operators unless qualified under specified exemptions. When operating exclusive school bus service

under an allowable exemption, recipients and subrecipients shall not use federally funded equipment, vehicles or

facilities.

Energy Conservation

All Contracts except micro-purchases (\$3,000 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.

Clean Water

All Contracts and Subcontracts over \$100,000

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water

Pollution Control Act, as amended, 33 USC 1251 et seq. 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.

Lobbying

Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational

Service Contract/Turnkey 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.

Access to Records and Reports

Applicability – As shown below. These requirements do not apply to micro-purchases (\$3,000 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 (\$3,000 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.

Clean Air

1) Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42

USC 7401 et seq. 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.

Recycled Products

All contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one

of these items during the current or previous fiscal year using Federal funds. 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.

Contract Work Hours & Safety Standards Act

Applicability – 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.

No Government Obligation to Third Parties

Applicability – All contracts except micro-purchases (\$3,000 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 or Related Acts

Applicability – All contracts except micro-purchases (\$3,000 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.

Termination

Applicability – All Contracts over \$10,000, except contracts with nonprofit organizations and institutions of higher

learning, where the threshold is \$100,000

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.

f. Termination for Default (Supplies and Service) If 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 recipient may terminate this contract for default. The recipient shall terminate by

delivering to contractor a notice of termination specifying the nature of default. Contractor shall 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 contractor was not in default, the

rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

g. Termination for Default (Transportation Services) If contractor fails to pick up the commodities or to perform the

services, including delivery services, within the time specified in this contract or any extension or if contractor fails

to comply with any other provisions of this contract, the recipient may terminate this contract for default. The

recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default.

Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while contractor has possession of the recipient goods, contractor shall, as directed

by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. Contractor and the

recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall

be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined

that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had

been issued for the recipient's convenience.

h. Termination for Default (Construction) If contractor refuses or fails to prosecute the work or any separable part,

with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the

work within this time, or if contractor fails to comply with any other provisions of this contract, the recipient may

terminate this contract for default. the recipient shall terminate by delivering to contractor a notice of termination

specifying the nature of default. In this event, the recipient may take over the work and complete it by contract or

otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary

for completing the work. Contractor and its sureties shall be liable for any damage to the recipient resulting from

contractor's refusal or failure to complete the work within specified time, whether or not contractor's right to

proceed with the work is terminated. This liability includes any increased costs incurred by the recipient in completing the work.

Contractor's right to proceed shall not be terminated nor shall contractor be charged with damages under this

clause if:

1. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or

negligence of contractor. Examples of such causes include: acts of God, acts of the recipient, acts of another

contractor in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight

embargoes; and

2. Contractor, within 10 days from the beginning of any delay, notifies the recipient in writing of the causes of

delay. If in the recipient's judgment, delay is excusable, the time for completing the work shall be extended. The

recipient's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of contractor's right to proceed, it is determined that contractor was not in default, or that the

delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued

for the recipient's convenience.

i. Termination for Convenience or Default (Architect & Engineering) the recipient may terminate this contract in

whole or in part, for the recipient's convenience or because of contractor's failure to fulfill contract obligations. The

recipient shall terminate by delivering to contractor a notice of termination specifying the nature, extent, and

effective date of termination. Upon receipt of the notice, contractor shall (1) immediately discontinue all services

affected (unless the notice directs otherwise), and (2) deliver to the recipient all data, drawings, specifications,

reports, estimates, summaries, and other information and materials accumulated in performing this contract,

whether completed or in process. If termination is for the recipient's convenience, it shall make an equitable

adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for

contractor's failure to fulfill contract obligations, the recipient may complete the work by contract or otherwise and

contractor shall be liable for any additional cost incurred by the recipient.

If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the

rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

j. Termination for Convenience or Default (Cost-Type Contracts) the recipient may terminate this contract, or any

portion of it, by serving a notice of termination on contractor. The notice shall state whether termination is for

convenience of the recipient or for default of contractor. If termination is for default, the notice shall state the

manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any

property in its possession paid for from funds received from the recipient, or property supplied to contractor by the

recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to

contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall

promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to

be paid to contractor. If termination is for the recipient's convenience, contractor shall be paid its contract closeout

costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the

time of termination.

If, after serving a notice of termination for default, the recipient determines that contractor has an excusable

reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control

of contractor, the recipient, after setting up a new work schedule, may allow contractor to continue work, or treat

the termination as a termination for convenience.

Government Wide Debarment and Suspension (Non Procurement)

Applicability – Contracts over \$25,000

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to

verify that none of the contractors, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR

29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with

49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the recipient. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies

available to the recipient, the Federal Government may pursue available remedies, including but not limited to

suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29,

Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The

bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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 (\$3,000 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.

Civil Rights Requirements

All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 USC 2000d, Sec. 303

of the Age Discrimination Act (1975), as amended, 42 USC 6102, Sec. 202 of the Americans with Disabilities Act

(1990), 42 USC 12132, and 49 USC 5332, contractor shall not discriminate against any employee or applicant for

employment because of race, color, creed, national origin, sex, age or disability. Contractor shall also comply with

applicable Federal implementing regulations and other requirements FTA may issue.

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

underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42

USC 2000e, and 49 USC 5332, contractor shall comply with all applicable equal employment opportunity requirements of USDOL, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity,

USDOL," 41 CFR 60 et seq., (implementing Executive Order No. 11246, "Equal Employment Opportunity," as

amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment

Opportunity," 42 USC 2000e), and any applicable Federal statutes, executive orders, regulations, and policies that

may in the future affect construction activities undertaken in the course of the project. Contractor shall take

affirmative action to ensure that applicants are employed, and that employees are treated during employment,

without regard to their race, color, creed, national origin, sex or age. Such action shall include, but not be limited

to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or

termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In

addition, contractor shall comply with any implementing requirements FTA may issue.

(b) Age - In accordance with Sec. 4 of the Age Discrimination in Employment Act (1967), as amended, 29 USC

623 and 49 USC 5332, contractor shall refrain from discrimination against present and prospective employees for

reason of age. Contractor shall also comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with Sec. 102 of the Americans with Disabilities Act (ADA), as amended, 42 USC

12112, contractor shall comply with the requirements of US Equal Employment Opportunity Commission (EEOC),

Regulations to Implement Equal Employment Provisions of the Americans with Disabilities Act, 29 CFR 1630,

pertaining to employment of persons with disabilities. Contractor shall also comply with any implementing requirements FTA may issue.

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

Breaches and Dispute Resolution

All contracts over \$100,000

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.

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.

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.

Transit Employee Protective Provisions

Contracts for transit operations except micro-purchases (\$3,000 or less, except for construction contracts over

\$2,000)

(1) Contractor shall comply with applicable transit employee protective requirements as follows:

(a) Transit Employee Protective Requirements for Projects Authorized by 49 USC 5311 in Nonurbanized Areas - If

the contract involves transit operations financed in whole or in part with FTA assistance authorized by 49 USC

5311, the contractor shall comply with the terms and conditions of the Special Warranty for the Nonurbanized

Area Program that is most current, and any alternative comparable arrangement specified by U.S. DOL for

application to the project, in accordance with U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29

C.F.R. Part 215, and any revision thereto. [New amendments to U.S. DOL guidelines, "Section 5333(b), Federal

Transit Law," 29 C.F.R. Part 215, were published at 73 Fed. Reg. 47046 et. Seq., August 13, 2008.]

(2) Contractor shall also include any applicable requirements in each subcontract involving transit operations

financed in whole or in part with FTA assistance.

Disadvantaged Business Enterprise

Contracts over \$3,000 awarded on the basis of a bid or proposal offering to use DBEs

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by

Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The

national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal

for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for

this procurement, it is listed elsewhere.

b. The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this

contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration

of this 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 the municipal corporation deems

appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this

paragraph (see 49 CFR 26.13(b)).

c. If a separate contract goal has been established, Bidders/offerors are required to document sufficient DBE

participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for

in 49 CFR 26.53.

d. If no separate contract goal has been established, the successful bidder/offeror will be required to report its

DBE participation obtained through race-neutral means throughout the period of performance.

e. 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 the

recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage

payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after

incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.

f. The contractor must promptly notify the recipient 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

the recipient.

Incorporation of Federal Transit Administration (FTA) Terms

All contracts except micro-purchases (\$3,000 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

FTA Circular 4220.1F, 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.

Drug and Alcohol Abuse and Testing

Operational service contracts except micro-purchases (\$3,000 or less, except for construction contracts over

\$2,000)

The Contractor agrees to comply with the following Federal substance abuse regulations: a. Drug-Free Workplace. U.S. DOT regulations, "Drug-Free Workplace Requirements (Grants)," 49 C.F.R. Part 32, that

implements the Drug-Free Workplace Act of 1988, 41 U.S.C. §§ 701 et seq. b. Alcohol Misuse and Prohibited

Drug Use. FTA Regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49

CFR Part 655, to the extent applicable.

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 note and follow the provisions of FTA

Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg. 1455 et seq., 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.

Other Contract Requirements

To the extent not inconsistent with foregoing Federal requirements, this contract shall also include those standard

clauses attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request

from the recipient.

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, 29 CFR 18.31, 49 CFR 24 Subpart B, FTA Circular

5010.1D, 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

The Recipient agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address

Environmental Justice in Minority Populations and Low Income Populations," 42 U.S.C. § 4321 note, except to the

extent that the Federal Government determines otherwise in writing.

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.

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

Non Federal entities that expend \$500,000 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. 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 \$500,000 in a year in Federal awards from all sources are exempt from

Federal audit requirements for that year, except as noted in '3052.215(a), but records must be available for review

or audit by appropriate officials of the Federal and State agencies.

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

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," 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.

Federal Certifications

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, _____,
hereby certify

(Name and title of official)

On behalf of _____
that:

(Name of Bidder/Company Name)

- ⌘ 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.

- ⌘ 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.

- ⌘ 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, subgrants 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 _____

Type or print name _____

Signature of authorized representative _____ Date __/__/__

Signature of notary and SEAL _____

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

49 CFR Part 29, Executive Orders 12549, 12689, and 31 U.S.C.6101 (Contracts over \$25,000)

Background and Applicability

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, Debarment and Suspension, Executive Order 12689, Debarment and Suspension, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services. 49 CFR 29.220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from \$100,000 to \$25,000. These are contracts and subcontracts referred to in the regulation as “covered transactions.”

Grantees, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required. 49 CFR 29.300.

Grantees, contractors, and subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

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

Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required

to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the recipient. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the recipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Contractor _____

Signature of Authorized Official _____ Date ____/____/____

Name and Title of Contractor's Authorized Official _____