

REQUEST FOR PROPOSALS

PT-18-1

**OHIO RAIL FIXED GUIDEWAY SYSTEM SAFETY
AND SECURITY OVERSIGHT PROGRAM**

**OHIO DEPARTMENT OF TRANSPORTATION
OFFICE OF TRANSIT**

February 17, 2017

INTRODUCTION

The Ohio Department of Transportation (ODOT) is soliciting the services of qualified firms to provide technical assistance, administration, and oversight activities for the Ohio Rail Fixed Guideway System Safety and Security Oversight (SSO) Program (the Program), in accordance with regulations issued by the Federal Transit Administration (FTA) in 49 CFR, Part 659 and Part 674 (the Rule) and all new requirements for FTA's SSO program in the current surface transportation authorization, Moving Ahead for Progress in the 21st Century (MAP-21) and Fixing Americas Surface Transportation (FAST), in 49 United States Code (U.S.C.) Section 5329, Public transportation safety program. As required by the Rule, ODOT developed a Safety and Security Oversight Program Standard (SSOPS), which describes the Program and defines the respective roles and responsibilities of ODOT, eligible transit agencies, and the FTA in its implementation. A copy of the SSOPS is available on the website at:

<http://www.dot.state.oh.us/Divisions/Planning/Transit/Pages/RailSafety.aspx> .

Currently, the Greater Cleveland Regional Transit Authority (GCRTA) and the Cincinnati Bell Connector (Streetcar), a joint project with the City of Cincinnati and the Southwest Ohio Regional Transit Authority (SORTA) are the public transit systems in Ohio covered by the Program.

The Rule requires GCRTA and SORTA to submit a System Safety Program Plan (SSPP) and System Security Plan (SSP) to ODOT that complies with the requirements of the SSOPS.

ODOT does not expect any other rail transit system to initiate service in the state during the period covered by the contract awarded as a result of this solicitation, though the SSO program would be expect the successful bidder to accommodate SSO related new start up questions or concerns.

SCOPE OF SERVICES

-The successful proposer must demonstrate a thorough understanding of the Rule and MAP-21 requirements and the respective roles and responsibilities of ODOT, GCRTA and SORTA.

-The successful proposer must demonstrate how they intend to act as an ODOT staff member of the SSO team.

-ODOT currently has no waiver from the FTA Administrator regarding Conflict of Interest (COI) so the successful proposer must demonstrate an awareness of 49 CFR Part 659.41 and 49 CFR Part 674.41 regarding COI and indicate any conflicts of interest which may arise and must disclose any work performed for GCRTA or SORTA in the past three years.

-The successful proposer must also demonstrate how their qualifications meet the requirements of the ODOT's Technical Training Plan requirements for covered SSO Staff.

- It is expected that the successful proposer will provide the task breakdown of their expected service tasks by the amount of hours per task and which proposed staff will be working each assignment.

Under the guidance of staff from ODOT, and acting on behalf of ODOT, the successful proposer would be responsible for the following activities:

Annual and Periodic Submissions to FTA and Governor of Ohio

Annual Submission to FTA- This includes reporting of accidents on the FTA website, Annual Report on behalf of the ODOT SSOA, et al.

Assist ODOT by preparing before March 15 of each year:

1. A publicly available annual report summarizing its oversight activities for the preceding twelve months, including a description of the causal factors of investigated accidents, status of corrective actions, updates and modifications to GCRTA and SORTA program documentation, and the level of effort used by the oversight agency to carry out its oversight activities
2. A report documenting and tracking findings from a three (3) year safety and security review activities and whether a three (3) year safety and security review has been completed since the last annual report was submitted.
3. Program standard and supporting procedures that have changed during the preceding year.
4. Certification that any changes or modifications to the GCRTA or SORTA's SSPP or SSP have been reviewed and approved by the oversight agency.

Periodic Submissions to FTA

The successful proposer must assist ODOT in preparing periodic program information including status reports of accidents, hazardous conditions, Safety Advisory (SA) submissions, and Corrective Action Plans (CAPs) if requested by FTA.

ODOT's System Safety and Security Oversight Program Standard (SSOPS) Updates

As revisions to FTA regulations are issued, ODOT's SSOPS must be modified to remain in compliance with the Rule. It will be the responsibility of the successful proposer to ensure ODOT's SSOPS is reviewed and updated as necessary.

GCRTA and SORTA Annual Report

Pursuant to the Rule, GCRTA and SORTA are required to submit an Annual Report to ODOT no later than January 31st of each year. The successful proposer's activities will include, but not be limited to the following:

1. Review and internal approval or disapproval of checklists or procedures that GCRTA/SORTA will use during reviews or audits. If disapproved, the successful proposer must identify deficiencies in the checklists or procedures and notify GCRTA/SORTA of the need for corrective actions;
2. Review the internal safety and security reviews and issue a written response either approving or disapproving the Annual Report within thirty (30) calendar days of receiving the report. If disapproved, the successful proposer must also;
3. Identify deficiencies in the report and notify GCRTA/SORTA of need for corrective actions and the development of a CAP;
4. Review GCRTA/SORTA's CAP report and issue a written response of acceptance or rejection, and;
5. Continue review and correspondence activities with GCRTA/SORTA and ODOT until the noted deficiencies have been resolved.

Investigation of Accidents and Significant Hazardous Conditions

The successful proposer will assist ODOT SSO in the investigation of accidents and significant hazardous conditions that occur or exist at GCRTA and SORTA. Activities may include, but not be limited to the following:

Accidents/Reportable Events

1. Serve as the initial contact for accident notification by GCRTA/SORTA;
2. Receive and review accident reports, gather data and information necessary to characterize any reported accident and provide the initial briefing to ODOT, according to the accident reporting procedures established in the SSOPS;
3. Monitor and review accident investigation activities conducted by GCRTA/SORTA;
4. When directed by ODOT, conduct actual on-site accident investigation activities (i.e., perform physical inspections, review relevant data and records, interview individuals involved in the accident, etc.) and prepare both interim accident investigation status reports and a final accident investigation report;
5. In the event of a National Transportation Safety Board (NTSB) investigation, serve as a primary contact on NTSB activities including meetings, interviews, requests for data, etc.; and
6. Provide additional assistance, as directed by ODOT, to fulfill the accident investigation requirements outlined in the SSOPS.

Significant Hazardous Conditions

1. Serve as the initial contact for notification of significant hazardous conditions by GCRTA/SORTA and contact the ODOT TMC and FTA hotline if needed;

2. Receive and review reports of significant hazardous conditions, gather data and information necessary to characterize any reported condition and provide the initial briefing to ODOT according to the procedures established in the SSOPS for reporting significant hazardous conditions;
3. Monitor and review significant hazardous condition investigation activities conducted by GCRTA/SORTA
4. When directed by ODOT, conduct actual on-site significant hazardous condition investigation activities (i.e., perform physical inspections, review relevant data and records, interview individuals responsible for reporting significant hazardous conditions, etc.), prepare both interim investigation status reports and a final accident investigation report; and
5. Provide additional assistance, as directed by ODOT, to fulfill the investigation requirements for significant hazardous conditions, as outlined in the SSOPS.

Corrective Action Plans (CAPs)

The Rule requires transit agencies covered by the Program to prepare and submit Corrective Action Plans (CAPs) to minimize, control, correct, or eliminate any safety deficiencies or significant hazardous conditions, which contribute to or cause an accident. During its review of reported accidents and significant hazardous conditions, the successful proposer would be responsible, on behalf of ODOT, for approving and monitoring the implementation of recommended corrective actions submitted by GCRTA/SORTA. In the event that the NTSB conducts an investigation, GCRTA/ SORTA and ODOT shall review the NTSB findings and recommendations to determine whether or not a CAP should be developed by GCRTA/ SORTA.

ODOT's procedures for accident investigations, significant hazardous condition investigations and corrective actions are described in Chapters 6 through 9 of the SSOPS. Additionally, in fulfilling the requirements for investigating accidents and significant hazardous conditions and monitoring corrective actions, the successful proposer will be required to meet jointly with ODOT and GCRTA/ SORTA at least quarterly in GCRTA/SORTA offices to review open investigations, corrective action activities and other open or unresolved issues.

GCRTA's and SORTA's System Safety Program Plan (SSPP) and System Security Plan (SSP) Updates

GCRTA has prepared and submitted to ODOT a SSPP and SSP that complies with the ODOT SSOPS. Minimum requirements of the SSPP are described in Chapter 9 of the SSOPS. Minimum requirements of the SSP are described in Chapter 11 of the SSOPS. GCRTA/SORTA is required on an annual basis or sooner (if necessary) to review the SSPP and SSP and perform any necessary updates or modifications to ensure the SSPP and SSP are current at all times. GCRTA/SORTA must also annually certify that it is in compliance with its SSPP and SSP. ODOT shall require changes to the SSPP and SSP based on revisions to the SSOPS, FTA 49

CFR Part 659, Part 674, Part 673, Part 670 audit results, on-site reviews, investigations, or changing trends in accident/incident data. GCRTA/SORTA may periodically have to update or modify its SSPP and SSP as a result of changes within its organization, reassignment of organizational responsibilities, changes in operating conditions or physical facilities, audit report results, on-site inspections, changing trends in accident or security data, or other reasons that may come to the attention of either GCRTA, SORTA or ODOT. When changes to the SSPP or SSP are necessary, the successful proposer will review and recommend approval or disapproval to ODOT. If approved, the successful proposer will monitor the implementation schedule until all modifications are fully implemented. If disapproved, the successful proposer, ODOT and GCRTA/SORTA will negotiate alternative courses of action, as appropriate, until the SSPP and SSP comply with the SSOPS.

SORTA is currently developing their initial submission of these documents, which will follow the same process of review and approval listed above.

GCRTA and SORTA On-Site Triennial Audit

The Rule requires ODOT to conduct an on-site safety compliance audit of GCRTA and SORTA once every three years.

GCRTA:

The last on-site safety audit of GCRTA was conducted in September 2015. The next audit is due and will be scheduled during the fall of 2018 State Fiscal Year (SFY)2019.

SORTA:

SORTA has not had an on-site audit since beginning revenue service. In order to begin the cycle and to ensure the mitigations and CAPS from the 2016 Pre-Revenue Service Review (PRSR) have been initiated into revenue service, SORTAs first Triennial Audit will be performed during Fall 2017 (SFY2018).

The Contractor, along with ODOT personnel, will perform the on-site audit. The audit will focus primarily on assessing the Transit Agencies compliance with their internal safety and security policies, with a major emphasis on the organizational and procedural aspects of their operations as they relate to system safety and security. The on-site audit will consist of pre-audit data and

information gathering, the actual audit and the issuance of a post-audit report with any recommendations or findings. The major activities for each of these aspects will be as follows:

Pre-Audit Data and Information Gathering

Provide written notification to transit agency of the scheduled audit, identifying the objectives of the audit and the key documents to submit to ODOT for review. Typical documents that may be requested could include:

1. The current SSPP and SSP
2. Current Organizational Chart
3. Safety and Security Policy Statements
4. Operating Rulebook
5. Emergency Response Procedures
6. System safety and security statistics for the past three years

Develop the audit evaluation criteria by which GCRTA and SORTA will be reviewed and evaluated.

Assess the materials provided by the agency against the established evaluation criteria and determine which areas require review that is more extensive during the actual audit.

Coordinate Audit meeting dates, times, and interviews at GCRTA and SORTA.

Conduct On-Site Audit

The purpose of the audit will be to assess how the agencies written system safety program works in practice and to determine if it complies with the SSOPS. At a minimum, the audit will provide an assessment of the following:

1. System Safety Policies and Procedures – Review agencies safety and security policies and plans and the extent to which they are understood and implemented by all operating elements throughout the organization
2. Corrective Action Plan Implementation- Review a sample of closed corrective action items to verify and validate that approved action plans have been appropriately implemented
3. Management – Examine management’s commitment (i.e., policy, culture, organization, support to operating functions, etc.) to safety and security
4. Spot Checks – Conduct “spot checks” of selected areas to determine if the system safety and security program is working in practice. Areas and/or facilities to be examined may include operations, training, maintenance, substance abuse, track, trains, signals, emergency response, communications systems, dispatching and other areas

Prepare Audit Report

Once the audit has been completed, the Contractor will be required to issue a final audit report (which will also entail draft versions for ODOT and agency review and comment), complete with any recommendations and findings for improving agency’s safety and security programs.

ODOT Requirements

1. Monthly Reports: The successful proposer will be required to submit a monthly report within the first week of each month summarizing their work activities from the previous month. The monthly report must provide the status of GCRTA and SORTA's plan updates, audits, investigations, and CAPs as of the report date as well as a review of the hazard logs and significant events from GCRTA and SORTA. The successful proposer must have ongoing regular communications with GCRTA and SORTA safety, security, training, and operations staff in order to deliver an accurate monthly report to ODOT.
2. GCRTA and SORTA's Executive Safety Committee Meetings: The successful proposer will be required to regularly monitor or attend GCRTA and SORTA's Executive Safety Committee meetings and report the results of those meetings to ODOT.
3. GCRTA and SORTA's Quarterly SSO Meetings: The successful proposer will be required to coordinate and conduct quarterly meetings at GCRTA and SORTA headquarters to discuss the status of safety and security plans, investigations, and CAPs. The successful proposer must also submit an annual schedule of the quarterly meetings to ODOT for review at the beginning of the calendar year and notify ODOT promptly if the meeting dates need to be rescheduled.
4. Transition Program Due to MAP-21: A new Federal Transportation bill was signed into law, and began October 1, 2012. The successful proposer will be responsible for supporting the coordination of activities to transition the current program to meet the new requirements established under the MAP-21 law. The FTA Program guidance is not currently established, but will be developed during the term of this proposal. The successful proposer will be responsible to support the review and analysis of information for ODOT to make strategic decisions regarding the SSO Program. The successful proposer must demonstrate a working knowledge of the Federal Regulatory Rule development and public involvement process. The successful proposer will provide guidance to ODOT for providing comments to FTA during the rule making process. The successful proposer will also be responsible for supporting the activities required to update ODOT SSO Program documents to comply with changes resulting from the full implementation of the MAP-21 requirements. This could include training or attendance at the FTA-TSO regular SSO Program Managers meeting as deemed necessary by the ODOT SSO Program Manager.
5. Future Extensions: While there are no planned rail extensions for the SFY2018-2019 SSO contract, the successful proposer must be able to assist in any SSO related activities related to a rail extension or new startup in its early stages.

FTA On-site Rail Safety and Security Program Review of ODOT

The last review was conducted in March 2016. It has been expressed by FTA that an audit will be required in order to be compliant with the 674 Certification. Therefore, the successful proposer will be required to attend the review and provide assistance in responding to FTA's

report of findings and recommendations. This should be identified as a task in the task breakdown as it is assumed this review will fall within the terms of this contract.

Other Activities

The successful proposer will provide general support for implementation of the Program, including, but not limited to responding to inquiries about the Program, preparing briefing materials, and assisting ODOT and GCRTA/SORTA with issues related to implementation of the Program.

Contract Type

The contract will have two specified payment structures - a Cost Plus Fixed Fee (CPFF) structure and a Time and Materials (T&M) structure. Investigations of accidents and significant hazardous conditions must be provided “on demand,” so ODOT will use a T&M payment structure to pay for these activities, subject to a ceiling to be established for maximum payment. ODOT will use a CPFF payment structure for work performed to prepare and submit ODOT’s annual report to FTA, review GCRTA/SORTA’s Annual Report, review and update ODOT’s SSOPS and GCRTA/SORTA’s SSPP and SSP, and other services that can be scheduled in advance.

Minimum Technical Scoring

Each Proposal will be graded against I. Evaluation Criteria:

- A. Proposal Completeness and Responsiveness
- B. Experience of Proposer and Proposers Personnel
- C. Structure of Proposers Organization
- D. Extra Value Added

And then providing a minimum technical score of 780 is achieved in A, B, C and D-

E. Cost

The highest score of A+B+C+D+E= will be considered the winning proposer. To be considered as a qualifying bidder, all 5 sections must be included in score. A proposer not qualifying for Section E by not meeting the Minimum Technical Score will be deemed a Non-responsive bidder and therefore not considered.

NOTIFICATION TO PROCEED

Within 48 hours of being notified by ODOT to proceed with an on-site investigation of an accident or significant hazardous condition, the successful proposer would be required to provide ODOT with a cost estimate for the investigation. The cost estimate would include the cost for personnel, travel, materials and miscellaneous expenditures.

PROPOSAL FORMAT

I. Description of Proposer

Proposers must identify themselves and any partner firms or subcontractors in accordance with the following format:

Name:

Address:

Telephone:

Contact Person:

Primary Line of Business:

Areas of Expertise:

Email Address:

II. Understanding of the Scope of Work

Proposers must describe the activities necessary for conducting a rail fixed guideway safety and security program in general. The proposers should add scope (activities, descriptions, and budget by task) that they deem necessary for the successful implementation of the SSO project. The description should also enable ODOT to determine the proposer's knowledge of the rail fixed guideway service to be reviewed under this program and service, from that which is exempt from this rule (i.e., service regulated by the FRA). Proposers should submit a brief narrative supporting recommendations for conducting the work specified in the RFP, and a detailed step-by-step methodology for accomplishing the activities to be performed.

III. Management and Organization Support

Submit the names and resumes of individuals who will be assigned to the proposed contract. List each individual's qualifications, availability for the term of the contract, familiarity with and understanding of FTA and ODOT programs, policies and procedures, and previous experience on similar projects. In addition, the proposal must clearly identify each individual assigned to this project, including those working for any subcontractors and the amount of time each individual listed is expected to contribute to the project.

IV. Cost Information

A separate sealed Cost Proposal is to be submitted with the proposal. The Cost Proposal should be divided into two sections--one for the Time and Materials (T&M) portion of the contract for the investigations of accidents and significant hazardous conditions and one for the Cost Plus Fixed Fee portion for the balance of the work that is defined in advance as specified in the section on Contract Type above. Information should include estimated actual cost information for all partners or subcontractors included in this proposal.

Because of the nature of the project, the proposer's actual costs and the total amount of the contract are dependent upon an unknown number of accidents or determinations of significant hazardous conditions for the "On-Demand" services. The Cost Proposal for the Time and Materials portion should provide a fully-loaded hourly rate, including fringes and overhead for each participant that will be assigned to the project. An overall contract ceiling will be established by ODOT that will provide a cost cap for this portion of the contract.

For the Cost Plus Fixed Fee (CPFF) portion, both the components of cost and a proposed total cost should be provided for the project. To provide a basis for comparison, proposers must submit the following cost information:

1. Labor Costs - Provide a roster of positions that will be available and assigned to the contract. List the fully loaded hourly rate for each position. Provide an estimate on the amount of time that each roster position will spend on the project over its course.
2. Overhead - Express as a fixed percent of direct labor costs
3. General Administration - Express as a fixed percent of direct labor costs
4. Profit - Express as a percent or rate and the base to which the percent or rate applies; do not list a dollar amount
5. Travel – All travel costs are limited by the rates allowed under the current applicable Ohio Department of Transportation (ODOT) travel directives and Office of Budget and Management (OBM) in place at the time travel is undertaken

V. Forms, Certifications and Assurances

All proposers must complete, sign and submit the following enclosed exhibits with their proposal:

- Exhibit A - Affirmative Action Affidavit
- Exhibit B - Non-Collusion Affidavit

- Exhibit C - Ineligible Contractor's Certificate
- Exhibit D – Required FTA Contract Clauses

PROPOSER INSTRUCTIONS

I. Proposal Due Date

One (1) original and two (2) copies of the proposal must be received at ODOT by 3:00 p.m. on Friday, March 24, 2017 to:

Charles Dyer
Administrator
Office of Transit
Ohio Department of Transportation
1980 West Broad Street
2nd Floor
Mail Stop 3110
Columbus, Ohio 43223

Any proposals received after the deadline will not be considered and will be returned unopened. To facilitate the clarification of requirements, respondents are requested to submit questions by email no later than March 17, 2017, to brian.kummerer@dot.ohio.gov. Questions and answers received by March 17, 2017, will be posted on ODOT's Office of Transit website at: <http://www.dot.state.oh.us/Divisions/Planning/Transit/Pages/default.aspx>

II. Commitment to Perform Proposal Services

The proposal must be signed by a duly authorized official of the proposer's firm, or if a joint venture, by an official from each participating firm.

III. Contract Award

Any proposed contract negotiated between ODOT and the successful proposer as a result of this RFP is subject to approval of the State Controlling Board. Without Controlling Board approval, the contract will be invalid and unenforceable.

TERMS AND CONDITIONS

I. Project Completion

The duration of this contract will be two years starting July 1, 2017 and ending June 30, 2019.

II. Project Funding

The contract will be funded through various grants from FTA and the State of Ohio.

III. Reserved Rights

During the solicitation process, ODOT reserves the following rights:

- To reject any or all proposals, to postpone contractor selection and to resolicit or cancel this procurement if deemed to be in the best interest of the State of Ohio.
- To request additional information from any and all proposers.
- To subject the execution of any contract or task order to the availability of funds and negotiation of agreeable terms with the successful proposer.
- To enter into a contract with any proposer based upon the proposer's initial offer.
- To waive liability for reimbursement of any costs incurred by proposers responding to this RFP.

IV. Rejection of Proposals

ODOT will reject any proposal for the following reasons:

-Proposer fails to sign the required forms, certifications and assurances, and enclose the originally-signed forms, certifications and assurances in the original proposal filed with ODOT. Signatures should be in BLUE ink.

-Proposer includes exceptions to the services described under Scope of Services.

-Proposal is received after 3:00 p.m. on Friday, March 24, 2017.

-Proposer provides less than sixty (60) days for acceptance.

REQUIRED CONTRACT CLAUSES

Any contract awarded as a result of this solicitation will incorporate the clauses of the standard ODOT contract as well as specific clauses required by FTA. Required FTA clauses and certifications (Exhibit A through Exhibit D) are included. If selected, the proposer must execute the contract prior to submission of the proposed contract to the State Controlling Board.

EVALUATION AND SELECTION PROCESS

I. Evaluation Criteria

All proposals submitted in response to this RFP will be evaluated according to the following criteria:

- A. Proposal Completeness and Responsiveness (225 points)
 - 1. Accuracy of Proposal to Ohio SSO Program-(100 pts)
 - 2. Complete understanding of the work to be performed-(50 pts)
 - 3. Responsiveness to the RFP scope of work-(75 pts)

- B. Experience of proposer and proposer's personnel (400 points)
 - 1. Prior experience with safety and security programs, (emphasis on SSO related projects)-(200 pts)

2. Qualifications of assigned project personnel (education, experience and training/certification)-(200 pts)
- C. Structure of proposer's organization (350 points)
1. Availability and responsiveness of proposer's resources and assigned project personnel -(250 pts)
 2. DBE participation and proposer's efforts to maximize opportunities for meaningful DBE participation-(100 pts)
- D. Extra Value Added (50 points)
- E. Cost (230 points)
1. Reasonableness of unit cost elements provided for direct labor, overhead, general administration and profit-(75 points)
 2. Evidence of efficient use of proposer's resources-(75 pts)
 3. Total proposed cost compared to other proposals meeting minimum technical score-(sliding scale based on 80 points as outlined below)
- Each proposal meeting the minimum technical qualifications will be awarded points ranked by total cost as follows:
1. Lowest Proposal- 80 Points
 2. 2nd lowest- 60 points
 3. 3rd lowest- 40 points
 4. 4th lowest- 20 points
 5. 5th through 10th lowest- 10 points
 6. 10th on- 5 points

II. Selection Process

The successful proposer will be selected by ODOT staff. ODOT staff will review and score all proposals. Proposers may be contacted to make a presentation. The presentations will allow ODOT staff to ask questions with regard to the respective proposals and provide an opportunity for proposers to discuss issues relative to their proposals.

Proposals will be evaluated in sections A, B, C and D to meet a minimum technical score. If they do not receive a minimum technical score of 780, they will not be considered for Section E scoring and therefore deemed “non- responsive” to the proposal specifications.

Following the presentations, ODOT staff will recommend a proposer for the transit rail Safety and Security Oversight (SSO) contract and will subsequently contact the recommended proposer to initiate negotiations for a contract.

III. Solicitation Schedule

The schedule below lists dates for completion of various phases of this solicitation:

| Date | Activity |
|-------------------|--|
| February 17, 2017 | RFP advertised |
| March 24, 2017 | Responses due to Ohio Department of Transportation |
| March 30, 2017 | Respondent interview (as necessary) |
| April 7, 2017 | Contractor recommendations submitted to ODOT Management |
| April 21, 2017 | Solicitation documentation and proposed contract submitted to State Controlling Board for approval |
| July 1, 2017 | Contract Begins |

EXHIBIT A

AFFIRMATIVE ACTION AFFIDAVIT

(To be completed by firms with less than 50 employees)

(STATE OF _____)

(COUNTY OF _____)

I, _____ of the _____ of _____

in the County of _____, State of _____, of full age, being duly sworn according to law on my oath depose and state that:

1. I am _____ of the firm of _____, a bidder making a proposal inclusive upon the above named project.

2. _____ does not have 50 employees or more inclusive of all officers and employees of every type.

3. I am familiar with the affirmative action requirements of O.R.C. 125.11.1 and rules and regulations issued by the Ohio Department of Administrative Services pursuant thereto.

4. _____ has complied with all affirmative action requirements of the State of Ohio, including those required by the O.R.C. 125.11.1 and the rules and regulations issued by the Ohio Department of Administrative Services thereto.

5. I am aware that if _____ does not comply with O.R.C. 125.11.1 and rules and regulations issued pursuant thereto, that no monies will be paid by ODOT until an affirmative action plan is approved. I understand that the contract may be terminated and _____ may be debarred from all public contracts for a period up to five (5) years for violation of said provisions.

6. In the event my workforce increases to 50 employees, I must contact the Ohio Affirmative Action office and complete an Employee Information Report.

Signature of Authorized Official

Title

EXHIBIT B

NON-COLLUSION AFFIDAVIT

(STATE OF _____)

(COUNTY OF _____)

I, _____ of the _____ of _____

in the County of _____, State of _____, of full age, being duly sworn according to law on my oath depose and state that:

I am _____ of the firm of _____

_____, a bidder making a proposal inclusive upon the above named project, and that I executed the said proposal with full authority to do so: that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that ODOT relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies

maintained by

(Name of Contractor)

Signature of Authorized Official

Title

EXHIBIT C

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

(a)(1) The Proposer certifies, to the best of its knowledge and belief that--

(I) The Proposer and/or any of its Principals--

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal or state agency;

(B) Have not, within a three-year period preceding this offer, been convicted of or had a judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state anti-trust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in subdivision (a)(1)(I)(B) of this provision.

(ii) The Proposer has not, within a three-year period preceding this proposal, had one or more contracts terminated for default by any federal or state agency.

(2) “Principals”, for the purpose of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment; and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18 UNITED STATES CODE.

(b) The Proposer shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Proposer’s responsibility. Failure of the Proposer to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Proposer nonresponsive.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of a Proposer is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance is placed when making an award. If it is later determined that the Proposer knowingly rendered erroneous certification, in addition to other remedies available to the State, the Contracting Officer may terminate the contract resulting from this solicitation for default.

Signature of Authorized Official

Title

Name of Company

Exhibit D

Federal Clauses

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 (\$3,500 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.

Energy Conservation

All Contracts except micro-purchases (\$3,500 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

Applicability – All Contracts and Subcontracts over \$150,000. 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 \$150,000 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 \$150,000 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 \$150,000 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 (\$3,500 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 \$150,000.
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 (\$3,500 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

Applicability – All contracts over \$150,000.

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 \$150,000 financed in whole or in part with FTA assistance.

No Government Obligation to Third Parties

Applicability – All contracts except micro-purchases (\$3,500 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 (\$3,500 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 \$150,000

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 close-out 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)

The Recipient agrees to the following: (1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following: (a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, 2 U.S.

OMB, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, (b) It will review the U.S. GSA "System for Award Management," <http://https.www.sam.gov,.proxy1.semalt.design> if required by U.S. DOT regulations, 2 C.F.R. part 1200, and (c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: 1 Will comply with Federal debarment and suspension requirements, and 2 Reviews the "System for Award Management" at <http://https.www.sam.gov,.proxy1.semalt.design> if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and (2) If the Recipient suspends, debars, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the: (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project, (b) FTA Project Manager if the Project is administered by an FTA Headquarters Office, or (c) FTA Chief Counsel.

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

Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) the following requirements apply to the underlying contract:

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

a. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that each Third Party Participant will, comply with Federal transit law, 49 U.S.C. § 5332 (FTA's "Nondiscrimination" statute): (1) FTA's "Nondiscrimination" statute prohibits discrimination on the basis of: (a) Race, (b) Color, (c) Religion, (d) National origin, (e) Sex, (f) Disability, (g) Age, or (h) Gender identity and (2) The FTA "Nondiscrimination" statute's prohibition against discrimination includes: (a) Exclusion from participation, (b) Denial of program benefits, or (c) Discrimination, including discrimination in employment or business opportunity, (3) Except as FTA determines otherwise in writing: (a) General. Follow: 1 The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance, and 2 Other applicable Federal guidance that may be issued, but (b) Exception for the Tribal Transit Program. FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its projects funded under the Tribal Transit Program,

b. Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant will: (1) Prohibit discrimination based on: (a) Race, (b) Color, or (c) National origin, (2) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., (b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in the preceding section a, and (3) Except as FTA determines otherwise in writing, follow: (a) The most recent edition of FTA Circular 4702.1, "Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance. (b) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3, and (c) Other applicable Federal guidance that may be issued,

c. Equal Employment Opportunity. (1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (b) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, (c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, and (d) Comply with other applicable EEO laws and regulations, as provided in Federal guidance, including laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determines otherwise in writing, (2) General. The Recipient agrees to: (a) Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their: 1 Race, 2 Color, 3 Religion, 4 Sex, 5 Disability, 6 Age, or 7 National origin, (b) Take affirmative action that includes, but is not limited to: 1 Recruitment

advertising, 2 Recruitment, 3 Employment, 4 Rates of pay, 5 Other forms of compensation, 6 Selection for training, including apprenticeship, 7 Upgrading, 8 Transfers, 9 Demotions, 10 Layoffs, and 11 Terminations, but (b) Indian Tribe. Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer". (3) Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures the compliance of each Third Party Participant, with: (a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and (b) Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note,

d. Disadvantaged Business Enterprise. To the extent authorized by applicable Federal law, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Project as follows: 1) Requirements. The Recipient agrees to comply with: (a) Section 1101(b) of MAP-21, 23 U.S.C. § 101 note, (b) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. part 26, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, (2) Assurance. As required by 49 C.F.R. § 26.13(a), (b) DBE Program Requirements. Recipients receiving planning, capital and/or operating assistance that will award prime third party contracts exceeding \$250,000 in a Federal fiscal year must: 1- Have a DBE program meeting the requirements of 49 C.F.R. part 26, 2- Implement a DBE program approved by FTA, and 3- Establish an annual DBE participation goal, (c) Special Requirements for a Transit Vehicle Manufacturer. The Recipient understands and agrees that each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26, (d) the Recipient provides assurance that: The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. part 26. The Recipient shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The Recipient's DBE program, as required by 49 C.F.R. part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq., (2) Exception for the Tribal Transit Program. FTA exempts Indian tribes from the Disadvantaged Business Enterprise regulations at 49 C.F.R. part 26 under MAP-21 and previous legislation,

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

f. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of age, including: (1) The Age Discrimination in Employment Act (ADEA), 29 U.S.C. §§ 621– 634, which prohibits discrimination on the basis of age, (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, which implements the ADEA, (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal funds, (4) U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, which implements the Age Discrimination Act of 1975, and (5) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

g. Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities: (1) Federal laws, including: (a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities, (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities, 1 General. Titles I, II, and III of the ADA apply to FTA Recipients, but 2 Indian Tribes. While Titles II and III of the ADA apply to Indian Tribes, Title I of the ADA exempts Indian Tribes from the definition of “employer,” (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and (e) Other applicable laws and amendments pertaining to access for elderly individuals or individuals with disabilities, (2) Federal regulations, including: (a) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. part 37, (b) U.S. DOT regulations, “Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. part 27, (c) U.S. DOT regulations, “Transportation for Individuals with Disabilities: Passenger Vessels,” 49 C.F.R. part 39, (d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. part 1192 and 49 C.F.R. part 38, (e) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. part 35, (f) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. part 36, (g) U.S.

EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. part 1630, (h) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 C.F.R. part 64, Subpart F, (i) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. part 1194, and (j) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. part 609, and (3) Other applicable Federal civil rights and nondiscrimination guidance,

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

i. Access to Services for People with Limited English Proficiency. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote accessibility of public transportation services to people whose understanding of English is limited by following: 1) Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," August 11, 2000, 42 U.S.C. § 2000d-1 note, and (2) U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, December 14, 2005,

j. Other Nondiscrimination Laws. Except as the Federal Government determines otherwise in writing, the Recipient agrees to: (1) Comply with other applicable Federal nondiscrimination laws and regulations, and (2) Follow Federal guidance prohibiting discrimination.

k. Remedies. Remedies for failure to comply with applicable Federal Civil Rights laws and Federal regulations may be enforced as provided in those Federal laws or Federal regulations.

Breaches and Dispute Resolution

All contracts over \$150,000 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. FTA has a vested interest in the settlement of any violation of Federal law including the False Claims Act, 31 U.S.C. § 3729.

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.

Patent and Rights in Data

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK (\$3,500 or less, except or construction contracts over \$2,000).

Patent Rights

A. General. The Recipient agrees that:

(1) Depending on the nature of the Project, the Federal Government may acquire patent rights when the Recipient or Third Party Participant produces a patented or patentable: (a) Invention, (b) Improvement, or (c) Discovery, (2) The Federal Government's rights arise when the patent or patentable information is: (a) Conceived under the Project, or (b) Reduced to practice under the Project, and (3) When a patent is issued or patented information becomes available as described in Patent Rights section A(2), the Recipient agrees to: (a) Notify FTA immediately, and (b) Provide a detailed report satisfactory to FTA,

B. Federal Rights. The Recipient agrees that:

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

C. License Fees and Royalties. As permitted by 49 C.F.R. parts 18 and 19:

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

Rights in Data and Copyrights

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

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

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

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

E. Special Federal Rights in Data for Research, Development, Demonstration, Deployment, and Special Studies Projects. In general, FTA’s purpose in providing Federal funds for a research, development, demonstration, deployment, or special studies Project is to increase transportation knowledge, rather than limit the benefits of the Project to the Recipient and its Third Party Participants, therefore, the Recipient

agrees that: (1) Publicly Available Report. When the Project is completed, it must provide a Project report that FTA may publish or make available for publication on the Internet, (2) Other Reports. It must provide other reports pertaining to the Project that FTA may request, (3) Availability of Subject Data. FTA may make available to any FTA Recipient or any of its Third Party Participants at any tier of the Project, either FTA's copyright license to the subject data or a copy of the subject data, except as the Federal Government determines otherwise in writing, (4) Identification of Information. It must identify clearly any specific confidential, privileged, or proprietary information submitted to FTA, (5) Incomplete Project. If the Project is not completed for any reason whatsoever, all data developed under the Project becomes "subject data" and must be delivered as the Federal Government may direct, but (6) Exception. Rights in Data and Copyrights Section E does not apply to an adaptation of automatic data processing equipment or program that is both: (a) For the Recipient's use, and (b) Acquired with FTA capital program funding,

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

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

H. Restrictions on Access to Patent Rights. Nothing in this Rights in Data and Copyrights section pertaining to rights in data either: (1) Implies a license to the Federal Government under any patent, or (2) May be construed to affect the scope of any license or other right otherwise granted to the Federal Government under any patent,

I. Data Developed Without Federal Funding or Support. The Recipient understands and agrees that in certain circumstances it may need to provide data developed without any Federal funding or support to FTA. Nevertheless: (1) Protections. Rights in Data and Copyrights Sections A, B, C, and D generally do not apply to data developed without Federal funding, even though that data may have been used in connection with the

Project, and (2) Identification of Information. The Recipient understands and agrees that the Federal Government will not be able to protect data developed without Federal funding from unauthorized disclosure unless that data is clearly marked “Proprietary” or “Confidential,” and

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

Disadvantaged Business Enterprise

Contracts over \$3,500 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, religion, 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.

Prompt payment

Applicability – All contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the Recipient. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Recipient. This clause applies to both DBE and non-DBE subcontracts.

Incorporation of Federal Transit Administration (FTA) Terms

All contracts except micro-purchases (\$3,500 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.

Other Federal Requirements

(The following requirements are not Federal Clauses)

Full and Open Competition

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

Prohibition Against Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from

using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

Conformance with ITS National Architecture

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

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 the foregoing Federal requirements, this contract shall also include those provisions attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the recipient.

Compliance with Federal Regulations

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

Real Property

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

Access to Services for Persons with Limited English Proficiency

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

Environmental Justice

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

Environmental Protections

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

Geographic Information and Related Spatial Data

Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial

Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

Geographic Preference

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

Organizational Conflicts of Interest

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

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

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

Veterans Preference

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

Safe Operation of Motor Vehicles

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or AGENCY. The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement. Catalog of Federal Domestic Assistance (CFDA) Identification Number The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

CFDA number for the Federal Transportation Administration

Nonurbanized Area Formula (Section 5311) is 20.509. A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations,” **(replaced with 2 CFR Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” effective December 26, 2014 as applicable)** agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix “ARRA” in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

CERTIFICATION on DEBARMENT AND SUSPENSION

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

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

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

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

a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:

- (1) Debarred,
- (2) Suspended,
- (3) Proposed for debarment,
- (4) Declared ineligible,
- (5) Voluntarily excluded, or
- (6) Disqualified,

b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:

- (1) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
- (2) Violation of any Federal or State antitrust statute, or
- (3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,

c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,

d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,

e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,

f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:

- (1) Equals or exceeds \$25,000,
- (2) Is for audit services, or
- (3) Requires the consent of a Federal official, and

g. It will require that each covered lower tier contractor and subcontractor:

(1) Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and

(2) Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:

- a. Debarred from participation in its federally funded Project,
- b. Suspended from participation in its federally funded Project,
- c. Proposed for debarment from participation in its federally funded Project,
- d. Declared ineligible to participate in its federally funded Project,
- e. Voluntarily excluded from participation in its federally funded Project, or
- f. Disqualified from participation in its federally funded Project, and

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

Certification

Contractor _____

Signature of Authorized Official _____ Date ____/____/____

Name and Title of Contractor's Authorized Official _____

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 __/__/__