

REQUEST FOR Proposals

FOR
ON-DEMAND MICROTRANSIT
SERVICE PILOT

RFP
2024-0001

PROPOSALS DUE
September 13, 2024 3:00pm EST

ATL Airport Community Improvement Districts

3800 Camp Creek Parkway
Building 1400, Suite 132
Atlanta, GA 30331

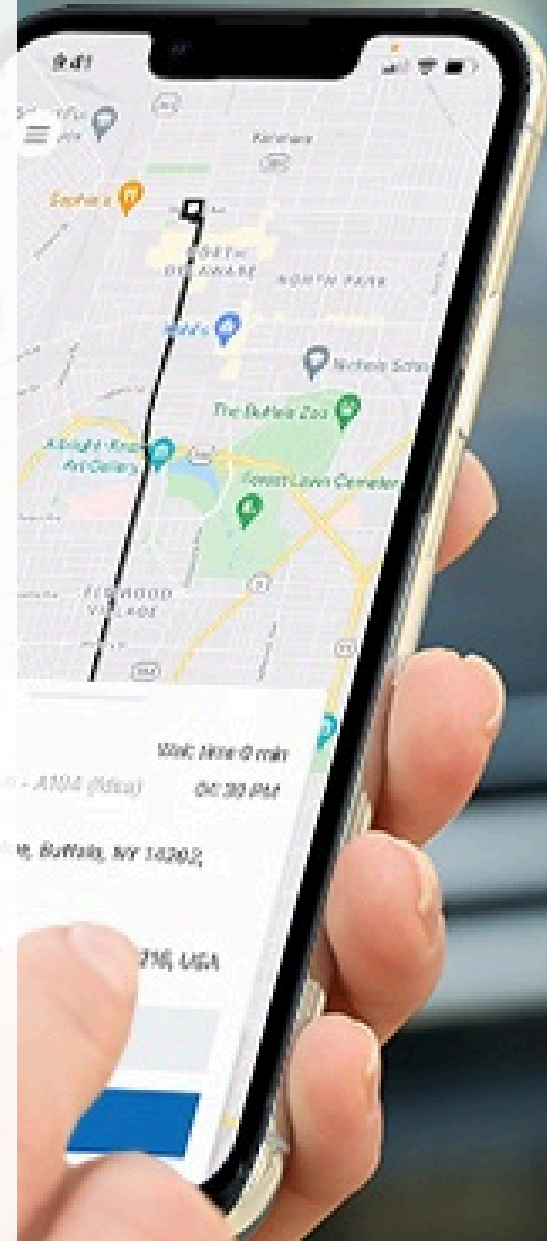


Table of Contents

1. Purpose:	3
2. General and Background Information:	3
3. Proponent Responsibility:	3
4. Additional Documentation:	3
5. Procurement Questions:	3
6. Ownership of Proposals	4
7. Award:	4
9. Rejection of Proposals; Cancellation of RFP; Waiver of Technicalities:	5
10. Georgia Open Records Act:	5
11. Representation:	5
12. Cost of Preparation:	5
13. Electronic Solicitation Documents:	5
14. Award of Contract; Execution:	5
V. APPENIDICES	17
AACIDS EMPLOYMENT ZONES MAP	18
LIST OF PROPOSED SUBCONTRACTORS	19
QUALIFICATION AND BUSINESSES REFERENCES	20
CONTRACTOR AFFIDAVIT	25
SUBCONTRACTOR AFFIDAVIT	26
SUBCONTRACTOR AFFIDAVIT	27
NO CONFLICT OF INTEREST	28
DISCLOSURE OF LOBBYING ACTIVITES	29
DEBARRED BIDDER/INTEGRITY CERTIFICATION	32
APPENDIX B, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING	33
U.S. GOVERNMENT REQUIRED CLAUSES	34
Other Federal Requirements:	51
Safe Operation of Motor Vehicles.	53

I. GENERAL SPECIFICATIONS

- 1. Purpose:** The ATL Airport Community Improvement Districts (AACIDs) is soliciting proposals from qualified firms to provide on-demand transportation services for employees within the AACIDs boundaries. The AACIDs is issuing this RFP with a primary goal of improving the quality and reliability of transportation service for employees with an eye towards piloting on-demand technology into our area's transit system.
- 2. General and Background Information:** The Airport West Community Improvement District and the Airport South Community Improvement District are created within Fulton County and Clayton County, respectively, under the authority of the Georgia Constitution for the provision of governmental services and facilities, including for public transportation. Each shares administrative services, and sometimes jointly pursue projects, as the ATL Airport Community Improvement Districts ("AACIDs") which is not a legal entity, only a name used for convenience. The AACIDs is seeking to procure on-demand microtransit services to pilot within the area(s) designated in this RFP (the "Project"). See Attachment A - Map of AACIDs boundaries.

It is the intent of these specifications and scope of work to furnish the AACIDs with the following requisitioned equipment and/or services.

- 3. Proponent Responsibility:** Each Proponent is responsible for being fully informed regarding all existing and expected conditions and matters that may affect the cost or the performance of the Services. Any failure to fully investigate the requirements of this RFP shall not relieve any Proponent from the responsibility to properly estimate the difficulty or cost of successfully performing the Services being sought under this RFP. In addition, each proponent is encouraged to solicit the participation of a Disadvantage Business Enterprise (DBE) as per the CIDs initiatives to help reduce barriers to doing business with the AACIDs. It is the responsibility of each Proponent to obtain a copy of all responses and/or any addenda issued for this RFP by monitoring AACIDs' website. No Proponent may rely on any verbal response to any question concerning this RFP.
- 4. Additional Documentation:** Each Proponent, if successful, acknowledges and agrees to submit such additional documentation (e.g., insurance/bonds, etc.) as required by AACIDs promptly after an award pursuant to any notice provided by AACIDs and as required by the terms of this RFP and the Contract.
- 5. Procurement Questions:** Any questions regarding this RFP shall be submitted in writing to AACIDs' contact person, **Krystal Harris, Program Director** via electronic mail to **kharris@aacids.com**, on or before **August 9, 2024** at 4:00 p.m. (EST). **Questions submitted after the designated deadline may not be considered by AACIDs.** Any response made by AACIDs will be provided in writing to all Proponents by posting the same to AACIDs' website by **August 19, 2024** at **www.aacids.com**. All Proponents (and any representative thereof) are strictly prohibited from contacting any AACIDs employees (or third-party representatives or consultants of AACIDs or employees of MARTA) on any matter having to do with this RFP other than Krystal Harris.
NO RFP WILL BE CONSIDERED IF RECEIVED AFTER THE DATE AND TIME SPECIFIED.

6. **Ownership of Proposals:** Each Proposal submitted to AACIDs will become the property of AACIDs, without compensation to a Proponent, for AACIDs' use, in AACIDs' sole discretion.
7. **Award:** AACIDs anticipates that it will award a Contract to a single successful Proponent, if any. The award(s) will be based on the Proposal(s) in its entirety or by components. If only one (1) acceptable Proposal is received, AACIDs will determine whether a price or cost analysis of the Proposal is required. If AACIDs decides to make a price or cost analysis, the Proponent will provide all information needed and requested by AACIDs to do so and shall otherwise cooperate as necessary for the purpose.
8. **Submission of Proposals:** The format for the submission of a Proposal mandated by this RFP is not negotiable. The name and number of the Project is: **RFP 2024-0001: On-Demand Microtransit Service Pilot**. Proposals must be submitted with the cover sheet clearly identify the name of the RFP, RFP Number, Proponent's Name and address, and Proponent's Federal Work Authorization User Identification Number. All Proposals must be submitted via the AACIDs website (www.aacids.com/microtransit).
 - a. Proposals must be submitted according to the requirements of this RFP.
 - b. Proposals must be signed by hand by a principal of the Proponent with the authority to bind the Proponent and enter into a Contract with AACIDs. Joint ventures or partnerships must designate one joint venture member/partner to represent the joint venture or partnership, respectively, with the authority to submit and execute a Proposal, bind the entity, and enter a Contract with AACIDs. Each Proponent is responsible for the preparation of its Proposal and for the costs associated therewith.
 - c. A Proponent **must** submit an electronic copy of its Technical Proposal and Price Proposal.
 - d. Each Proposal should contain a table of contents and separate sections for the information requirements set forth in this RFP, as well as for the forms required to be submitted.
 - e. The specifications and scope of work following represent the minimum general size, weight, capacity, and performance characteristics desired in the equipment and/or services to be purchased. These requirements are not intended to prevent obtaining fair prices or to eliminate competition, but to insure, if possible, that all proposals submitted shall not be subject to correction or alteration after the RFP has been filed, opened, awarded, and publicly read. The AACIDs reserves the right to evaluate any or all RFP's, particularly where there is a range in proposals.
 - f. Each Proponent shall promptly notify AACIDs in writing, prior to the Proposal Deadline, should the Proponent find discrepancies, errors, ambiguities, or omissions in any of Proponent's Final Proposal documents or should the intent or meaning set forth in Proponent's Final Proposal documents appear unclear or ambiguous. AACIDs will reply to such notices, if necessary, by issuing an addendum to the RFP. It is the responsibility of each Proponent to obtain a copy of any addendum issued for this RFP by monitoring AACIDs' website at www.aacids.com.

- 9. Rejection of Proposals; Cancellation of RFP; Waiver of Technicalities:** AACIDs reserves the right to reject any Proposal or all Proposals or to waive any technical defect in a Proposal before or after Proposal submission. AACIDs also reserves the right to cancel this RFP at any time for any reason or no reason. Additionally, AACIDs may, by addendum, modify any provision or part of this RFP at any time prior to the Proposal Deadline. The Proponent shall not rely on oral clarifications to the RFP unless they are confirmed, in writing, by AACIDs in an issued addendum. AACIDs also reserves the right to award based upon a Proponent's original submission without discussion.
- 10. Georgia Open Records Act:** Information provided to AACIDs may be subject to disclosure under the Georgia Open Records Act. Pursuant to O.C.G.A. § 50-18-72(a)(34), "*[a]n entity submitting records containing trade secrets that wishes to keep such records confidential under this paragraph shall submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10 [O.C.G.A. § 10-1-760 et seq.].*"
- 11. Representation:** By submitting a Proposal in response to this RFP, Proponent acknowledges and represents that: (a) the accompanying Price Proposal is made by a person or business entity that is neither a high cost lender nor a predatory lender, nor is the Proponent an affiliate of a high cost lender or a predatory lender, as described in Chapter 6A of Title 7 of the Official Code of Georgia Annotated; (b) it has read and understands all of the RFP documents (including, without limitation, the Contract) and acknowledges that, if successful, Proponent shall be bound by the requirements stated therein; (c) the signatory to the Proposal is the Proponent (or Proponent's duly authorized agent or employee of the Proponent with the authority to bind Proponent hereto); (d) any information or disclosure provided in response to this RFP is fully restated herein and remains truthful and accurate representations up to and including the date Proponent submits its Final Proposal to AACIDs; and (e) AACIDs will not agree to make any substantive revisions to the Contract following the submission of the Final Proposal.
- 12. Cost of Preparation:** The Proponent shall be solely responsible for any and all costs associated with preparing and submitting its Final Proposal, none of which will be reimbursed by AACIDs.
- 13. Electronic Solicitation Documents:** This RFP is being made available to all Proponents by electronic means. By responding to this RFP, Proponent acknowledges and accepts full responsibility to ensure that it is responding to the correct form of RFP, including any addenda issued by AACIDs. Proponent acknowledges and agrees that in the event of a conflict between the RFP in the Proponent's possession and the version maintained by AACIDs, the version maintained by AACIDs shall govern.
- 14. Award of Contract; Execution:** If AACIDs awards a Contract pursuant to this RFP, AACIDs will prepare and forward to the successful Proponent a Contract for execution substantially in the form included in Part 4 hereto.

II. TIMELINE & DECISION TO USE A REQUEST FOR PROPOSAL FORMAT

The AACIDs will assign an Evaluation Committee to evaluate the proposals according to criteria in the **Evaluation Criteria** in **Section III**. The Evaluation Committee will review the proposals from all Proposers who have been deemed responsive and responsible with reference checks to follow. In house or virtual interviews may be required in Atlanta and will be done at proposer’s cost if selected. The AACIDs reserves the right to select only the proposer(s) that is in AACIDs’ opinion and only in AACIDs’ opinion will best serve our needs.

TIMELINE:

Event	Date
Initial Letter Inviting Firms to participate	July 30, 2024 4:00PM EST
Release of RFP and post to AACIDs website	July 30, 2024 4:00PM EST
Questions to be submitted in writing no later than:	August 9, 2024 3:00PM EST
Answers to all questions will be by Addendum only issued on website:	August 19, 2024 3:00PM EST
Proposals Submittal Date	September 13, 2024 4:00PM EST
Proposals to be reviewed	September 17, 2024
Proposal Evaluation Completed	September 23, 2024
Contract Award Date	TBD
On-Demand Rideshare Service Start Date	Proposed Start Date by Proposer

III. SERVICES AND SCOPE OF WORK

1. Introduction

The Proposer will provide the following tasks services over a 24-month period of the pilot project. The AACIDs desires to launch services before the end of 2024, so activities and timeline are of the essence for this project.

2. The contracted firm will offer a turnkey transportation solution/service that provides:

- Wheelchair accessible vehicles including maintenance, cleaning, and inspection.
- Drivers and driver training and tablets for use by drivers
- Dispatch, Customer Service, Sign-up, and Reservations
- Required Insurance
- Reporting & Data
- Project Management including oversight
- Any other actions or provisions unintentionally omitted.

The AACIDs intends to award one contract, as determined to be in the best interest of the CIDs and employment centers within the AACIDs boundaries, to the Proposer(s) with the most favorable evaluation and reference checks. The contract will be for a minimum of thirty (30)

months initially (expires TBD) with possible extensions. The AACIDs desires to begin the service as early as possible after successful award.

Proposers must demonstrate a minimum of two years of successful experience in the provision of transportation services. Experience with transporting populations with unique needs is preferred. The total number of trips to be provided under the anticipated contract issued pursuant to this RFP will be determined after coordination with the AACIDs, Transportation Demand Management (TDM) consultant.

- a. Throughout this document “trips” refers to one-way rides.
- b. For multi-unit buildings, door-to-door service brings riders to the front door of the main building, not the riders individual unit.

3. Background

The AACIDs completed a transit feasibility study in 2019 that identified the area as a 24/7 district, with both travelers and workers needing to travel throughout the day, night and weekend. However, the existing transit services do not operate 24/7, resulting in two primary transit issues exist in the AACIDs area. Currently, MARTA rail does not operate between 1:00 and 5:30 a.m., while most MARTA bus routes do not operate between 12:30 and 4:30 a.m. There is a need to provide 24/7 mobility options to match the characteristics of the district’s economy. This service can supplement existing transit services by providing a convenient transit option during those hours when traditional fixed route transit services are unavailable.

The second issue is key activity centers not served by transit. The service can either supplement transit service as a last mile service, or there may be an opportunity for direct service from adjacent neighborhoods.

This type of service can be provided with almost any type of transit vehicle—existing available vehicles, leased vehicle, etc. The establishment of a Mobility District and on-demand transit service can be implemented entirely in a relatively short time period.

4. Project Goals

The AACIDs envisions 1-2 pilots that will result in improved mobility for employees in key employment centers within the boundaries of the CIDs, enhancing their mobility and improving their quality of life. The AACIDs seeks to take advantage of state-of-the-art transportation technology and/or services to meet existing challenges with the transportation system.

Key features of the requisite technology include the following:

- a. Dynamic vehicle assignment and routing and service design management including but not limited to virtual stops, trip demand, zone-based vehicle assignment/dispatch, and ADA trip requests
- b. General Transit Feed Specification (GTFS)- Flex feed that enables the discovery of flexible transit services in trip planning applications
- c. Provide mobile app for trip booking/tracking
- d. Ability to provide easy passenger directions to virtual stop

- e. Ability to easily update/add/move virtual stops throughout the project
- f. Ability to provide real world walking routes to assigned virtual stops
- g. Ability to provide passengers with guaranteed pick up time window and drop off times
- h. Should allow recommended transfer points to other fixed route services for travel outside of the zone
- i. Use of both real-time, historical traffic data, and customizable routing variables for routing effectiveness
- j. Ability for passenger to contact driver during pickup/drop off processes and other key details such as vehicle description/image, license plate number, and where possible location (Communication between drivers and passengers should be configured to be anonymized.)
- k. Ability to access service without smart phone (i.e. via a call center, web browser access, in person at AACIDs office etc.)
- l. Customization of driver wait time functionality and notifications (i.e. “driver has arrived and will depart in 45 seconds”)
- m. Ability to access service without credit card in registration (there will have to be some sort of advanced gift card redemption or loading of fare on a card in order to use in the smartphone app)
- n. Functionality to manage/prevent no-shows (i.e. one no-show distributes key warning message, two no-shows results in program removal, etc.)
- o. Passenger notifications including but not limited to proximity of driver pick-up, wait time, updated trip details such as pick up window, vehicle description/image, survey participation, service notices/changes, etc.
- p. Detailed and regular reporting of key performance indicators (dashboard or other methods) including but not limited to cost per trip, trips per vehicle hour, trip request by booking time (i.e. days in advance, 12-hour+ in advance, 1-hour in advance, 30 minutes in advance, or real time), virtual stop performance, star-rating/passenger feedback, successful bookings, failed bookings, new accounts, user usage, no-shows, cancels, abandoned searches, trip time, unique accounts, etc.
- q. Subscription/reservation trip booking functionality including for advanced multi-day bookings, multi-seat bookings, ADA requirement bookings, and other customized trip details
- r. On-demand booking functionality
- s. Payment integration/coupon codes/subsidy to allow payment options
- t. Registration process that collects data that allows the calculation of VMT reduction and GHG reduction impacts, such as previous commute mode and home address.
- u. Service uptime of 99%+ and in the event of an outage, there is a plan in place for operators to be able to continue service operation

5. Pilot Service Hours/Frequency

Service hours will be finalized with the selected vendor. Currently the desire of the pilot project is to serve the maximum number of riders in the most efficient manner.

Based on our demand distribution of shift time, we anticipate the hours would serve two longer peak periods of service (i.e. multiple hours of service with entire fleet active) and with an anticipated opportunity for highly-reduced service in non-peak windows (i.e. two vehicles in service). The AACIDS desire to have a minimum wait time of 10-15.

These hour assignments and frequency will be finalized based on pricing results, expertise/technology from the secured vendor, and additional data obtained prior to launch of the pilot by establishing key partnerships with employers through TDM Consultant to obtain refined target peak windows.

5. Personnel

The contractor must provide all necessary personnel including drivers, road supervisors, administrative, customer service, communications/marketing, and others to successfully operate the service. Cost proposal should include average per hour estimates for positions required for service.

At a minimum, the contractor shall provide the following:

- a. Qualified drivers who are legally trained for safe vehicle operations and have good driving records.
- b. Customer service training for qualified drivers.
- c. Consistent, compliant background checks, random drug, and alcohol-testing on hired personnel.
- d. Technical training, tools (tablets) and support.
- e. Service compliant with ADA rules and regulations.
- f. Driver performance documentation and tracking.

5. Fare Collection

During the pilot period, eligible employees will ride the shuttle free of charge through a program subsidy. HJAIA and AACIDs area employment will be verified during the registration process. After the end of the pilot phase, fares may be paid by employees or by employers. The fare payment process and system needs to be able to accommodate full or partial employer fare subsidies. AACIDs does not intend for the service to include on-board payment options. The contractor should include a plan, informed by previous experience and best practices, to assist riders who are unbanked or do not have credit accounts.

- 6. Microtransit Zones and Priority Virtual Stops:** It is intended that the Microtransit project have two key locational components based on the results of a service-model analysis. Those include a zone-based vehicle assignment that maximizes the fleet of vehicles to serve the majority of demand based on roadway networks and key virtual stops based on highest-density of trip origin-destination details. The proposed zones and virtual stops will be vetted, verified/updated, and finalized with the AACIDs TDM Consultant and selected vendor based on their expertise and abilities. (See Appendix A for Employment and Employee Zones)

7. Vehicles and Vehicle Demand Modelling

Fleet size and vehicle type will be analyzed, verified/updated, and/or refined with the selected vendor and associated costs. The AACIDs aims to secure a vendor that can flex the fleet size and vehicle sizes during the pilot project if needed. Vehicle fleet size requirements for service may also vary by time of day and will be finalized with the selected vendor. Vendor will be required

to communicate recommended vehicle type and confirm that the vehicles can and will be branded in time to launch the pilot.

Vehicles will be required to meet ADA and WAV service compliance within the fleet, and require a vendor that can flex number of vehicles/vehicle types/drivers/service hours if needed and agreed to. Preferred vehicles to launch will yield not more than 14 passengers. Highly preferred vehicle attributes will include USB charging ports for each seat, Wi-Fi, cup holders, powerful climate control, and comfortable chairs. Vehicle cleanliness and interior experience will be explicitly managed to ensure a positive experience.

8. Scope Of Services

Task 1: Service Design Verification and Refinement

- Establish a workplan that ensures the project meets the preferred service launch date of TBD
- Analyze, verify/update and finalize AACIDs service design based on technology capabilities, costs, newfound data acquired by AACIDs, and other core variables.
- Provide a risk management plan/memo that outlines how the vendor will handle any risks and incidents that could impact service delivery as agreed upon in the final service design plan.
- Provide a quality assurance/quality control plan/memo that outlines how the vendor will proactively manage the operations and ensure the highest quality service possible.

Task 2: Launch Preparation

- Develop and conduct driver training that includes at a minimum training on customer service, airport routes, driver safety, maintenance and safety procedures, ADA lift operation and technology training. Technology training which includes providing use of tablets must equip drivers to both report and deal with technology issues that come up during operations and equips them to assist riders with technology questions.
- Develop and implement plan to test technology and shuttle operations prior to the soft launch.
- Collaborate with the AACIDs with details and specifications needed for AACIDs and its TDM consultant to develop marketing materials, vehicle wraps, and other promotional elements for the service to ensure launch timeline.
- The AACIDs is responsible for marketing, outreach, and advertising and will continue to develop an employer partnership, employee awareness and service ridership throughout the 24 months of the contract.
- Produce and add vehicle wraps and other branding to the vehicles. AACIDs will provide print-ready files and vendor shall incur installation costs.
- Collaborate and add vehicle brand and messaging to technology (white labeled app updated for the AACIDs Transportation Management Association (TMA) brand and key messages).
- Conduct a soft launch and make adjustments as needed prior to launch to ensure service is rider ready.
- Launch service on TBD

Task 3: Service Operations

- Service: Operate shuttle service during service hours, in the service area, and according to the service parameters identified in the final service plan.

- Training: Conduct ongoing driver training for new drivers and at a minimum every six months for existing drivers. Also ensure drivers are fully trained on the service attributes and intended experience for microtransit.
- Continuous improvement: Use rider, driver and client feedback to continuously improve the service delivery.
- Technology Amalgamation: Provide a technology platform that delivers on the features identified within this document. Subsequently, the selected vendor will be required (if/when directed during the pilot) to provide functionality, data management, and other processes.
- Fleet management:
 - Ensure that a sufficient number of vehicles are available to provide the service as specified in the final service plan. This include access to spare vehicles and technology for risk mitigation.
 - Ensure that vehicles are maintained in compliance with all applicable federal and state safety standards and maintain all vehicle equipment and technology in proper operating condition.
 - Maintain the upkeep and cleanliness of all vehicles.
 - Ensure vehicles are equipped with security cameras (with or without sound)
 - Obtain permits necessary to operate at HJAIA (if needed).
 - Ensure that all vehicles are certified to access and make stops at HJAIA and include ADA /WAV service compliance within the fleet.
- Driver management:
 - Ensure that regularly assigned operators or a fully-trained backup are available at all times to ensure consistent and reliable service.
 - Train all personnel on details of the service design, including the service area and virtual stops, rider identification protocol, etc.
 - Ensure that project personnel maintains a courteous attitude, answering to the best of their ability any passenger questions regarding the provision of service.
 - Ensure that personnel reports all passenger complaints and operational problems to project management staff and/or process to capture within the technology.
 - Regular technology/driver training throughout the pilot as ridership, routes, and rider experiences evolve throughout the project. This includes explicit messaging on the intended experience long-term.
 - Comply with Georgia’s minimum wage requirement.
 - Comply with FTA drug and alcohol testing requirements.
- Service adjustments: Adjust service as needed within the limits of the agreed upon scope.
- Communication: Communicate with passengers in a timely manner via the app as well as by phone and email, if appropriate, to ensure seamless communication regarding trip booking, departure and arrival times, incidents or delays, service changes and all other types of communication.
- Coordination: Work closely with the AACIDs Project Manager and Transportation Demand Management team regarding marketing, communications, and other elements the City will be providing.
- Provide riders with a clear and free process for getting to/from work if the ride cannot deliver on the arrival guarantee.

Task 4: Assessments and Evaluation

- Meet with the AACIDs Project Manager on a weekly basis during the pilot period.
- Provide a framework that enables and assist in evaluating key desired project outcomes such as VMT and GHG reductions. This will likely include customizing the data collected during the

registration process, distributing surveys to users, facilitating on-board feedback opportunities, in-app customized push question distribution, and other methods.

- Provide a dashboard (or regular report distributions) for metrics of key performance indicators (KPIs) specified by the TDM Consultant, including but not limited to cost per trip, trips per vehicle hour, on-time arrival rates, regret time, trip request by booking time (i.e. days in advance, 12-hour+ in advance, 1-hour in advance, 30 minutes in advance, or real time), virtual stop performance, star-rating/passenger feedback, successful bookings, failed bookings, new accounts, app users by type, user usage, no-shows, cancels, abandoned searches, trip time, unique accounts, etc. In addition to monthly reports, KPIs must be made available upon request.
- Facilitate regular meetings to review, monitor, and address project key performance indicators.
- Facilitate regular meetings with drivers to ensure quality assurance processes are working and to manage quality control.
- Provide regular communications with the AACIDs regarding evaluation processes and findings.

9. Reporting & Data

Vendor will make all reporting of the following data available to the AACIDs in the format as required by the National Transit Database (NTD) on a monthly or more frequent basis if desired by AACIDs. The reporting forms can be found at: <https://www.transit.dot.gov/ntd/ntd-reporting-system-forms>.

Monthly Summary Data		
1. # of one-way trips provided		Required
2. # of round-trips provided		Required
3. # of unique passengers served		Required
4. # of new passengers served		Required
5. # and % of trips by vehicle type (WAV, hybrid/electric, sedan, van, other)		WAV required
6. # of Shared vs Private Trip request; % of trips completed with 1 or 2+ passengers		Required
7. # of missed, declined trips and cancelled trips; incident specific detail upon request		Required
8. # and nature of complaints; avg. time to resolution. Incident specific details upon request		Required
9. Crash summary – description, severity, location, time of day, report number		Required
10. # of non-revenue vehicle miles traveled; total length of idling time		Preferred
11. Trip Rating - Average driver/trip rating		Preferred
12. Wait Time – Breakdown of trip wait time		Preferred
13. Customer Service - Average response time to calls and emails		Preferred
14. Trip Routes – heat map of trip routes		Preferred
Trip Level Data		
Field Name	Format (example)	Notes
Trip duration	MM:SS	Preferred
Trip distance	Feet	Preferred

Start date	MM, DD, YYYY	Required
Start time	HH:MM:SS (00:00:00-23:59:59)	Required
End date	MM, DD, YYYY	Required
End time	HH:MM:SS (00:00:00-23:59:59)	Required
Start location	GPS Coordinates2	Required
End location	GPS Coordinates	Required
Total Trip Cost	\$	Required
Cost to passenger	\$	Required
Cost to City		Required
Shared or Private trip request		Required
# of passengers in vehicle		Preferred
Passengers/vehicle hour		Required
Vehicle type	(WAV, hybrid/electric, sedan, van, other)	WAV Required
Customer Name		Required, by request only
Customer Address		Required, by request only

10. Service Levels

Vendor will propose and commit to service levels for all or the majority of the following:

- Service Levels Data
- Average wait time (separate levels for WAV and all other vehicles, Shared vs Private trips)
 - Average trip rating
 - Average time to resolve complaints.
 - Average response time to calls and emails.
 - Maximum percentage of missed, declined trips and cancelled trips.
 - Percentage of trips in low-emissions vehicles
 - Percentage of trips served in hybrid/electric vehicles.
 - Other

IV. PROPOSAL PREPARATION AND EVALUATION

Proposals should be as thorough and detailed as possible so that the AACIDs evaluation committee may properly evaluate your capabilities to provide the required goods/services.

Proponents are required to submit the following items as a complete proposal:

1. **Cover Letter and Authority to Propose:** Include a cover letter to identify the Proposer, name the key point of contact and provide evidence that the signor has legal authority to enter into binding contracts on behalf of the Proposer Team. The letter must be on official company letterhead, identify the Proposer's legal structure, and be signed by the person or persons who have legal authority to bind the firm in contractual matters with AACIDs. It must also contain signor's contact information. (recommended cover letter not exceed one page).
2. **Table of Contents:** Each Proposal must include a Table of Contents indicating section headers and pages and indicate any attachments or materials included in the Proposal.
3. **Proposer Team**
 - a. Provide a brief overview and an organizational chart of the key team members, identifying a Prime Proposer that will be responsible for all contract matters (the Prime Proposer's authorized representative should be the same as the signor of the cover letter and authority to propose) as well as the Project Manager;
 - b. Explain how the Proposer will assemble (or has assembled) a complete team with the experience and capacity to carry out the responsibilities of the Proposal;
 - c. Describe Proposer Team experience operating microtransit, of similar scope and size, and include relevant examples;
 - d. If applicable, describe Proposer Team's experience working together on shuttle operations projects successfully; and
 - e. Describe Team knowledge of local community transportation needs, and/or history and experience serving the Atlanta metro area
4. **Statement of Work:** Proposers must provide a statement of work and description of the Proposer Team's approach and methodology for the scope of services. The statement of work should address all technology, service, regulatory and other requirements outlined in the services and scope of work in this RFP.
5. **Proposed Price and Payment Terms:**
 - Submit a detailed price proposal that includes any and all associated costs with providing the service. Include a summary on your ability to control costs and specific line items based on the Statement of Needs. The price schedule should separate out the 24-month pilot program, and each of the up to four one-year options. All prices should include details on overhead, profit, and general/administrative costs.
 - Proposal should clearly state payment terms desired, such as Net 30 days. Such terms as proposed shall be negotiable.
 - Proposal should clearly state payment schedule desired. Such scheduled proposed shall be negotiable.

6. Potential Risks: Detailed description of the potential risk to the AACIDs and how the proposed solution will mitigate risks.

7. Alternative Suggestions: Detailed description of any alternative suggestions that the proponent might have to save time and/or money for the AACIDs.

8. Evaluation Criteria

Proposals shall be evaluated by the by an evaluation committee designated by the AACIDs using the following criteria:

- a. Qualifications and Experience. This should be addressed in *Section 3 – Experience* portion of the proposal. Weight: 25%
- b. Ability to meet expectations based on available funding amount as per grant agreement. This should be addressed in *Section 5 – Proposed Price and Payment Terms* portion of the proposal. Weight: 25%
- c. Technical approach. The ability, capacity, and skill of the firm to perform the work described herein in a manner consistent with the scope of work. Ability to expand or add scope and sources. This should be addressed in *Section 4 – Statement of work* portion of the proposal. Weight: 20%
- d. Ability to meet preferred implementation timeline. Weight: 20%.
- e. References from other clients and quality of references. Satisfaction of former clients such as the offerors: creativity in problem solving; management (including the ability to complete the work within prescribed budget and schedule constraints); quality and accuracy of work product; This should be addressed in addition to completing the Qualifications and Business form. Weight: 10%

Proposal Evaluation Criteria and Points

Evaluation Criteria	Maximum
Qualifications and Experience	25
Ability to meet expectations based on available funding amount as per grant agreement communities	25
Technical approach. The ability, capacity, and skill of the firm to perform the work described herein in a manner consistent with the scope of work. Ability to expand or add scope and sources.	20
Ability to meet preferred implementation timeline.	20
References from other clients and quality of references. Satisfaction of former clients such as the offerors: creativity in problem solving; management (including the ability to complete the work within prescribed budget and schedule constraints); quality and accuracy of work product	10
TOTAL POINTS	100

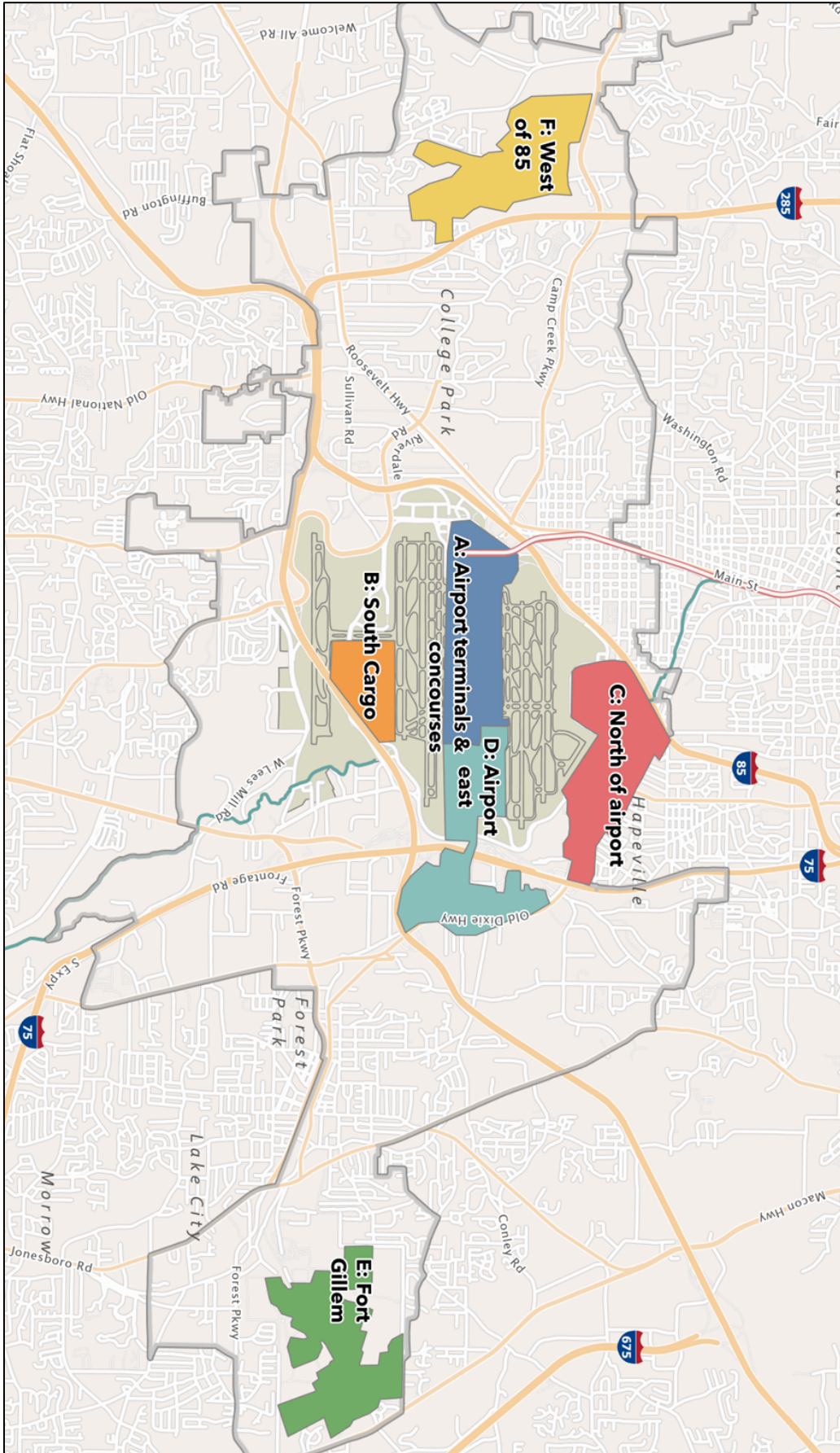
9. Award

AACIDs anticipates that it will award a Contract to a single successful Proponent, if any. The award(s) will be based on the Proposal(s) in its entirety or by components. If only one (1) acceptable Proposal is received, AACIDs will determine whether a price or cost analysis of the Proposal is required. If AACIDs decides to make a price or cost analysis, the Proponent will provide all information needed and requested by AACIDs to do so and shall otherwise cooperate as necessary for the purpose.

V. APPENIDICES

- 1.** ACCIDs Employment and Employee Maps
- 2.** List of Proposed Subcontractors (Form 1)
- 3.** Qualification and Business References (Form 2)
- 4.** Contractor Affidavit (Form 3)
- 5.** Subcontractor Affidavit (Form 4)
- 6.** Subcontractor Affidavit (Form 5)
- 7.** Conflict of Interest (Form 6)
- 8.** Disclosure of Lobbying Activities (Form 7)
- 9.** Buy America Certificate (Form 8)
- 10.** Debarred Bidders/Integrity Certification
- 11.** Appendix B, 44 C.F.R. Part 18 – Certification Regarding Lobbying – Required For Contracts Over \$100,000
- 12.** U.S. Government Required Clauses

AACIDS EMPLOYMENT ZONES MAP



AACIDS Employment Zones

FORM 1

LIST OF PROPOSED SUBCONTRACTORS

1. NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

SUBCONTRACT EFFORT: _____

AGE OF FIRM: _____ YEAR(S) _____ MONTH(S) q DBE q NON-DBE

ANNUAL GROSS RECEIPTS OF FIRM:

q \$0 - \$99,999 q \$100,000 - \$499,999 q\$500,000 - \$999,999 q\$1,000,000 - \$4,999,999

q \$5,000,000 - \$9,999,999 q\$10,000,000 - \$14,999,999 q\$15,000,000 - 24,999,999

2. NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

SUBCONTRACT EFFORT: _____

AGE OF FIRM: _____ YEAR(S) _____ MONTH(S) q DBE q NON-DBE

ANNUAL GROSS RECEIPTS OF FIRM:

q \$0 - \$99,999 q \$100,000 - \$499,999 q\$500,000 - \$999,999 q\$1,000,000 - \$4,999,999

q \$5,000,000 - \$9,999,999 q\$10,000,000 - \$14,999,999 q\$15,000,000 - 24,999,999

3. NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

SUBCONTRACT EFFORT: _____

AGE OF FIRM: _____ YEAR(S) _____ MONTH(S) q DBE q NON-DBE

ANNUAL GROSS RECEIPTS OF FIRM:

q \$0 - \$99,999 q \$100,000 - \$499,999 q\$500,000 - \$999,999 q\$1,000,000 - \$4,999,999

q \$5,000,000 - \$9,999,999 q\$10,000,000 - \$14,999,999 q\$15,000,000 - 24,999,999

(use additional sheet(s) if needed)

FORM 2

QUALIFICATION AND BUSINESSES REFERENCES

Name of Proponent:		
Principal Office Address		
	State:	Zip Code:
Telephone Number	()	Fax Number: ()
Social Security Number (if Individual)		
Federal ID Number		
DUNS Number		

- Are you registered to do business in Georgia? Yes No
Business Classification: _____
- Is your company licensed to do Business in the State of Georgia? Yes No
Business License Number: _____
- Please mark the appropriate classification of your organization.

Individual <input type="checkbox"/>	Partnership <input type="checkbox"/>	Corporation <input type="checkbox"/>
Limited Liability Company <input type="checkbox"/>	Joint Venture <input type="checkbox"/>	

Please identify the State which your organization is incorporated. _____

If a partnership, list names and addresses of partners; if a corporation, list names of officers and directors and State of Incorporation; if a joint venture, list names and addresses of ventures and, if any venturer is a corporation, partnership, or joint venture, list the same information for each such corporation, partnership, and joint venture.

- How many years has your organization been in business under your present business name? ____ yrs.

5. How many years of experience has your organization had in work similar to the work of this Contract?
- (a) As a prime Contractor? _____
- (b) As a Subcontractor? _____
6. (A) List all the contracts which your organization has completed during the last 5 years which demonstrate the qualifications to perform the work of this Contract. (For joint venture work, show the sponsoring individual or company.) **Use additional sheet(s), using the same format (s) below as needed.**

Customer Name:			
Customer Address:			
Year:	Contract Price:	Kind of Contract:	Location of Work:

Customer Name:			
Customer Address:			
Year:	Contract Price:	Kind of Contract:	Location of Work:

(B) Please utilize the space below to provide contact information for previous clients, which your firm has provided services of similar size and scope. List clients which you have performed work during the past three (3) years.

Organization Name:		
Contact Person Name:		
Contact Number:	Email Address:	
Address:		
City:	State:	Dates/Period of Service:
Project Name and Service Description:		

Organization Name:

Contact Person Name:		
Contact Number:	Email Address:	
Address:		
City:	State:	Dates/Period of Service:
Project Name and Service Description:		

7. Have you or your organization, or any officer or partner thereof, failed to complete a contract?

If so, provide details _____

8. In what other lines of business are you financially interested? _____

9. Describe the composition of your company's labor force by job classification, including management:

10. Provide information about the experience of the principal individuals of your present organization.

Individual's Name	Title	Years of Experience	Magnitude and Type of Work

11. List similar contract work which you have currently underway, or for which you are committed or preparing submissions in response to request for proposals:

Name and Address of Customer	Kind of Contract	Contract Price	Expected Completion Date	Completion Date	Location of Work

15. Is any litigation pending against your organization or has your organization been engaged in any litigation or adversarial proceedings within the last five (5) years? [Check the correct response below:]

Yes No

If the response is yes, please provide a detailed description of each proceeding below:

(Use additional pages if necessary.)

The undersigned certifies that s/he is legally authorized by the Proponent to make the statements and representations contained in this form, and represents and warrants that the foregoing information is true and accurate to the best of her/his knowledge, and intends that the AACIDs rely thereon in awarding the Contract.

PROPONENT NAME _____

DATE OF SIGNING _____

SIGNATURE _____

TITLE _____

PROPONENT MAY USE ADDITIONAL SHEETS IF NECESSARY TO RESPOND TO ANY QUESTION(S).

FORM 6

NO CONFLICT OF INTEREST

Except as may be identified and explained below, the undersigned hereby certifies that (a) no member of the Board of Directors, officer, and employee of the Metropolitan Atlanta Rapid Transit Authority, (b) no elected, appointed, and employed official or employee of the State of Georgia and of a governing body, instrumentality, or political subdivision within the territory comprising the Counties of Fulton, DeKalb or Clayton, Georgia, and (c) no relative of any persons described above, (d) no member of and delegate to the Congress of the United States has an interest whatsoever in Bidder's organization and in the proceeds of a Contract and agreement which might be made between Bidder and the Metropolitan Atlanta Rapid Transit Authority as a result of the proposal, quote, bid and/or qualification statement accompanied by this certification, and (e) no person who is or who during the past six (6) months has been a member of the Board of Directors, an officer, or an employee of the Metropolitan Atlanta Rapid Transit Authority is employed by or on behalf of the Bidder's organization.

The undersigned certifies that he/she is legally authorized by the Bidder to make the above representation, and that the representation is true to the best of his/her knowledge and belief and without deliberate omission of any inquiry which would to the best of his/her belief tend to change the above representation. The undersigned understands that any representation made knowing it to be false may disqualify the Bidder from being awarded the Contract and future work by MARTA.

NOTE: THIS CERTIFICATION MUST BE COMPLETED, SIGNED AND SUBMITTED TO MARTA.

Signature _____

Print Name _____

Title _____ Telephone #: (____) _____

Name of Bidder Company _____

Address _____

FORM 7

DISCLOSURE OF LOBBYING ACTIVITIES

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure)

1. Type of Federal Action: <input type="checkbox"/> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application b. initial award c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing b. material change For Material Change Only: Year ____ quarter ____ Date of last report _____
--	---	--

Name and Address of Reporting Entity:

<input type="checkbox"/> Prime <input type="checkbox"/> Subawardee tier _____, if known: Congressional District, <i>if known</i>	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, <i>if known</i>
4. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number <i>if applicable</i> : _____
8. Federal Action Number, if known:	9. Award Amount, if known:
10. a. Name and address of Lobbying Entity <i>(if individual, last name, first name, MI):</i> <i>(Attach Continuation Sheet(s) SF-LLL-A, if necessary)</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(Attach Continuation Sheet(s) SF-LLL-A, if necessary)</i>
11. Amount of Payment <i>(check all that apply):</i> \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment <i>(check all that apply):</i> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee

<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash</p> <p><input type="checkbox"/> b. in-kind; specify: nature _____ value _____</p>	<p><input type="checkbox"/> c. commission</p> <p><input type="checkbox"/> d. contingent fee</p> <p><input type="checkbox"/> e. deferred</p> <p><input type="checkbox"/> f. other, specify: _____</p>
---	--

14. **Brief Description of Services Performed or to be Performed and Date(s) of service, including officer(s), employee(s), or Members contacted, for Payment Indicated in Item 11:***

(attach Continuation Sheet(s) SF-LLL-A, if necessary)

15. Continuation Sheet(s) SF-LLL-A attached: Yes No

<p>16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>
---	--

Federal Use Only:	<p>Authorized for Local Reproduction</p> <p>Standard Form-LLL</p>
-------------------	---

FORM 8

BUY AMERICA CERTIFICATE FOR PROCUREMENTS OF STEEL, IRON, MANUFACTURED PRODUCTS AND CONSTRUCTION MATERIALS

This procurement is subject to the Federal Transit Administration’s (FTA) Buy America requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 C.F.R. § 661.5, and the Build America, Buy America Act, Public Law 117-58 §70911-70927 and, as applicable, 2 C.F.R. Part 184.

Bidder/Proponent must agree to comply with 49 U.S.C. § 5323(j) and 49 C.F.R. part 661, which provides that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11. A waiver from the Buy America Provision may be sought if grounds for the waiver exist. In such event, Bidder/Proponent shall submit pertinent data as required by MARTA or the FTA.

Bidder/Proponent must also agree to comply with the Build America, Buy America Act, Public Law 117-58 § 70911-70927, including, as applicable 2 C.F.R. part 182 which only permits participation in this contract only if all construction materials used in the FTA funded project are produced in the United States.

Bidder/Proponent hereby certifies that it will comply with the requirements of 49 U.S.C. § 5323(j)(1) and the applicable regulations in 49 C.F.R. part 661, and the Build America, Buy America Act, Public Law 11758 § 70911–70927, including, as applicable, 2 C.F.R. part 184.

Date _____

Signature _____

Company _____

Name _____

Title _____

DEBARRED BIDDER/INTEGRITY CERTIFICATION

The Contractor certifies that, neither the Contractor firm nor any owner, partner, director, officer, or principal of the Contractor, nor any person in a position with management responsibility or responsibility for the administration of federal funds:

- 6. Is presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal or state department/agency;
- 7. Has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (federal, state, or local); violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 8. Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) above; or
- 9. Has within a three-year period preceding this certification had one or more public transactions or contracts (federal, state, or local) terminated for cause or default.

The Contractor further certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency. The Company and/or Contractor also agrees that when a sub-contractor is unable to certify to any of the statements in this certification, the prospective participant shall submit an explanation to the Company and/or Contractor. Should the Company and/or Contractor falsely certify that it is not a debarred, the Company and/or Contractor will reimburse the City for any costs deemed ineligible as a result.

DATE: _____

COMPANY NAME: _____

AUTHORIZED REPRESENTATIVE: _____

TITLE: _____

SIGNATURE: _____

**APPENDIX B, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
REQUIRED FOR CONTRACTS OVER \$100,000**

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

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

Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

U.S. GOVERNMENT REQUIRED CLAUSES

Buy America Requirements – Applicability – Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than \$150,000) Contractor shall comply with 49 USC 5323(j) and 49 CFR 661, stating that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include software, microcomputer equipment and small purchases (currently less than \$150,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are stated at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock must be manufactured in the US and have a minimum 60% domestic content for FY2016 and FY2017, a minimum 65% domestic content for FY2018 and FY2019 and a minimum 70% domestic content for FY2020 and beyond. A bidder or offeror shall submit appropriate Buy America certification to the recipient with all bids on FTA-funded contracts, except those subject to a general waiver. Proposals not accompanied by a completed Buy America certification shall be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Charter Bus Requirements – Applicability – Operational Service Contracts. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000). Contractor shall comply with 49 USC 5323(d) and (g) and 49 CFR 604, which state that recipients and subrecipients of FTA assistance may provide charter service for transportation projects that uses equipment or facilities acquired with Federal assistance authorized under the Federal transit laws (except as permitted by 49 CFR 604.2), or under 23 U.S.C. 133 or 142, only in compliance with those laws and FTA regulations, “Charter Service,” 49 CFR part 604, the terms and conditions of which are incorporated herein by reference.

School Bus Requirements – School Bus Requirements – Applicability – Operational Service Contracts. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000). Pursuant to 69 USC 5323(f) or (g) as amended by MAP-21, 23 USC 133, 23 USC 142, and 49 CFR 605, recipients and subrecipients of FTA assistance shall not engage in school bus operations exclusively for transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients shall not use federally funded equipment, vehicles, or facilities.

Violations. If a Recipient or any Third-Party Participant that has operated school bus service in violation of FTA’s School Bus laws and regulations, FTA may: (1) Require the Recipient or Third-Party Participant to take such remedial measures as FTA considers appropriate, or (2) Bar the Recipient or Third Party Participant from receiving Federal transit funds.

Energy Conservation – Applicability – All Contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000) Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

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

Lobbying – Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non- Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient. The lobbying requirements mandate the maximum flow down pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5). The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Access to Records and Reports– Applicability – As shown below. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)
The following access to records requirements apply to this Contract:

1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.
2. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$250,000.
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 – Applicability – All Contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the recipient 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 \$250,000. 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 \$250,000 financed in whole or in part with FTA assistance.

Recycled Products – Applicability – All contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the current or previous fiscal year using Federal funds. The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Contract Work Hours & Safety Standards Act – Applicability – Contracts over \$250,000

(1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

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

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

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

No Government Obligation to Third Parties - Applicability – All contracts except micro- purchases (\$10,000 or less, except for construction contracts over \$2,000)

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

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

Program Fraud and False or Fraudulent Statements or Related Acts – Applicability – All contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

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

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

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

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

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

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

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

c. Opportunity to Cure (General Provision) the recipient in its sole discretion may, in the case of a

termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions

If contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient shall have the right to terminate the Contract without any further obligation to contractor. Any such termination for default shall not in any way operate to preclude the recipient from also pursuing all available remedies against contractor and its sureties for said breach or default.

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

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

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.

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) – Applicability – Contracts over \$25,000

The Recipient agrees to the following: (1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following: (a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 C.F.R. part 1200, 2 U.S. OMB, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)," 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C.

§ 6101 note, (b) It will review the U.S. GSA "System for Award Management," <https://www.sam.gov>, if required by U.S. DOT regulations, 2 C.F.R. part 1200, and (c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: 1 Will comply with Federal debarment and suspension requirements, and 2 Reviews the "System for Award Management" at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2

C.F.R. part 1200, and (2) If the Recipient suspends, debars, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the:

- (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project,
- (b) FTA Project Manager if the Project is administered by an FTA Headquarters Office, or
- (c) FTA Chief Counsel,

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

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

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

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

Civil Rights Requirements– Applicability – All contracts except micro-purchases (\$10,000 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,

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 FTA Circular 4704.1 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.

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 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 – Applicability – All contracts over \$250,000

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 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.

Transit Employee Protective Provisions – Applicability – Contracts for transit operations except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

Public Transportation Employee Protective Arrangements. The Recipient agrees that 49 U.S.C. § 5333(b) requires employee protective arrangements to be in place as a condition of award of FTA assistance made available or appropriated for FTA programs involving public transportation operations. U.S. DOL recognizes the following categories of arrangements:

(1) U.S. DOL Certification. When its Project involves public transportation operations and is financed with funding made available or appropriated for 49 U.S.C. §§ 5307, 5309, 5312, 5337, or 5339, as amended by Map-21, or former 49 U.S.C. §§ 5308, 5309, 5312, or other provisions of law as required by the Federal Government, U.S. DOL must provide a Certification of employee protective arrangements before FTA may provide financial assistance for the Project. Therefore, the Recipient understands and agrees, and assures that any Third Party Participant providing public transportation operations will agree, that: (a) It must carry out the Project as provided in its U.S. DOL Certification, which contains the terms and conditions that U.S. DOL has determined to be fair and equitable to protect the interests of any employees affected by the Project, (b) It must comply with 49 U.S.C. § 5333(b), and any future amendments thereto, (c) It will follow the U.S. DOL guidelines, "Guidelines, Section 5333(b), Federal Transit Law," 29

C.F.R. part 215, except as U.S. DOL determines otherwise in writing, (d) It must comply with the terms and conditions of the U.S. DOL certification of public transportation employee protective arrangements for the Project, which certification is dated as identified on the Underlying Agreement,

including: 1 Alternative comparable arrangements U.S. DOL has specified for the Project, 2 Any revisions U.S. DOL has specified for the Project, or 3 Both, and

(e) It must comply with the following documents and provisions incorporated by reference in and made part of the Underlying Agreement for the Project: 1 The U.S. DOL certification of public transportation employee protective arrangements for the Project, which certification is dated as identified on the Underlying Agreement, 2 The documents cited in that U.S. DOL certification for the Project, 3 Any alternative comparable arrangements that U.S. DOL has specified for the Project, and 4 Any revisions that U.S. DOL has specified for the Project, (2) Special Warranty. When its Project involves public transportation operations, and is financed with funding made available or appropriated for 49 U.S.C. § 5311, as amended by Map-21, for former 49 U.S.C. § 5311 in effect in FY 2012, or a previous fiscal year, or for section 3038 of TEA-21, as amended by section 3039 of SAFETEA-LU, U.S. DOL will provide a Special Warranty for those projects, including projects under the Tribal Transit Program. Therefore, the Recipient understands and agrees, and assures that any Third Party Participant providing public transportation operations will agree, that: (a) It must comply with Federal transit laws, specifically 49 U.S.C. § 5333(b), (b) Follow the U.S. DOL guidelines, “Guidelines, Section 5333(b), Federal Transit Law,” 29 C.F.R. part 215, except as U.S. DOL determines otherwise in writing, (c) It will comply with the U.S. DOL Special Warranty for its Project that is most current on the date when it executed the Underlying Agreement, and documents cited therein, including: 1 Any alternative comparable arrangements U.S. DOL has specified for the Project, 2 Any revisions U.S. DOL has specified for the Project, or 3 Both, and (d) It will comply with the following documents and provisions incorporated by reference in and made part of the Underlying Agreement: 1 The U.S. DOL Special Warranty for its Project, 2 Documents cited in that Special Warranty, 3 Alternative comparable arrangements U.S. DOL specifies for the Project, and 4 Any revisions that U.S. DOL has specified for the Project, and (3) Special Arrangements for 49 U.S.C. § 5310 Projects. The Recipient understands and agrees, and assures that any Third Party Participant providing public transportation operations will agree, that although pursuant to 49 U.S.C. § 5310, and former 49 U.S.C. §§ 5310 or 5317, FTA has determined that it was not “necessary or appropriate” to apply the conditions of 49 U.S.C. § 5333(b) to Subrecipients participating in the program to provide public transportation for seniors (elderly individuals) and individuals with disabilities, FTA reserves the right to make the following exceptions: (a) FTA will make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and (b) FTA reserves the right to make other exceptions as it deems appropriate.

Disadvantaged Business Enterprise (DBE) – Applicability – Contracts over \$10,000 awarded on the basis of a bid or proposal offering to use DBEs

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient’s overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part

26 in the award and administration of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. If a separate contract goal has been established, Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.

d. If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

e. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.

f. The contractor must promptly notify the recipient whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the recipient.

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

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

Drug & Alcohol Abuse and Testing – Applicability – Operational service contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

The Contractor agrees to comply with the following Federal substance abuse regulations: a. Drug-Free Workplace. U.S. DOT regulations, "Drug-Free Workplace Requirements (Grants), " 49 C.F.R. Part 32, that implements the Drug-Free Workplace Act of 1988 as amended, 41 U.S.C. §§ 8103 et seq., and 2 CFR part 182, b. Alcohol Misuse and Prohibited Drug Use. FTA Regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 USC 5331, as amended by Map-21, 49 CFR part 40, 49 USC chapter 53, 49 CFR Part 655, to the extent applicable.

Energy Conservation - 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, as amended, 42 U.S.C. § 6321 et seq., and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance required under FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. part 622, subpart C.

Fly America - Definitions. As used in this clause—"International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. "United States" means the 50 States, the District of Columbia, and outlying areas. "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411. When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services. If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property. In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

The Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

ADA Access - The Contractor agrees to comply with the requirements of 49 U.S.C. § 5301(d) which expresses the federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement those policies. The Contractor also

agrees to comply with all applicable requirements of sections 503 and 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires the provision of accessible facilities and services, and with the following federal regulations, including any amendments thereto: (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37; (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27; (3) Joint U.S. Architectural and Transportation Barriers Compliance Board/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; (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35; (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36; (6) U.S. GSA regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19; (7) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630; (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and (9) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and (10) Any implementing requirements FTA may issue.

- Motor Carrier Safety: Contractor agrees that it will comply with the applicable economic and insurance registration requirements of the:

- (1) U.S. Federal Motor Carrier Safety Administration (U.S. FMCSA) regulations, "Minimum Levels of Financial Responsibility for Motor Carriers," 49 C.F.R. part 387, if it is engaged in operations requiring compliance with 49 C.F.R. part 387, it is engaged in interstate commerce, and it is not within a defined commercial zone;

- (2) The provisions of 49 U.S.C. § 31138(e)(4), which supersede inconsistent provisions of 49 C.F.R. part 387, and reduce the amount of insurance the Recipient must obtain to the highest amount required by any state in which the public transportation provider operates, if it operates within a public transportation service area located in more than one state, and receives federal assistance under 49 U.S.C. §§ 5307, 5310, and 5311;

- (3) The safety requirements of U.S. FMCSA regulations, "Federal Motor Carrier Safety Regulations," 49 C.F.R. parts 390 – 397, to the extent applicable; and

- (4) The driver's license requirements of U.S. FMCSA regulations, "Commercial Driver's License Standards, Requirements, and Penalties," 49 C.F.R. part 383, and "State Compliance with Commercial Driver's License," 49 C.F.R. part 384, to the extent applicable, with the substance abuse requirements and guidance of

U.S. FMCSA's regulations, "Controlled Substances and Alcohol Use and Testing," 49 C.F.R. part 382, and implementing federal guidance, to the extent applicable.

- Protection of Sensitive and Personally Identifiable Information: Contractor must implement reasonable measures to safeguard protected personally identifiable information as well as any information that the FTA or pass-through entity designates as sensitive.

- Domestic Preference: As appropriate and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron,

aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this Contract.

Other Federal Requirements:

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

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

Conformance with ITS National Architecture – Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 note and follow the provisions of FTA Notice, “FTA National Architecture Policy on Transit Projects,” 66 Fed. Reg.1455 etseq.,

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

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

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

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

Other Contract Requirements - To the extent not inconsistent with the foregoing Federal

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

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

Real Property - Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 49 CFR 18.31-18.34, 49 CFR 19.30-19.37, 49 CFR Part 24, 49 CFR 5326 as amended by Map-21, 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.

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

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.

a. Seat Belt Use. The Recipient agrees to implement Executive Order No. 13043, “Increasing Seat Belt Use in the United States,” April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by:

(1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles, and

(2) Including a “Seat Belt Use” provision in each third party agreement related to the Award.

b. Distracted Driving, Including Text Messaging While Driving. The Recipient agrees to comply with:

(1) Executive Order No. 13513, “Federal Leadership on Reducing Text Messaging While Driving,” October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225),

(2) U.S. DOT Order 3902.10, “Text Messaging While Driving,” December 30, 2009, and

(3) The following U.S. DOT Special Provision pertaining to Distracted Driving:

(a) Safety. The Recipient 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 Recipient owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award,

(b) Recipient Size. The Recipient agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving, and

(c) Extension of Provision. The Recipient agrees to include the preceding Special Provision of section 34.b(3)(a) – (b) of this Master Agreement in its third party agreements, and encourage its Third Party Participants to comply with this Special Provision, and include this Special Provision in each third party sub agreement at each tier supported with federal assistance.

Notification to FTA

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient

must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its sub agreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.

(3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

Prohibitions on Certain Telecommunications and Video Surveillance Services or Equipment

- a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
 - 1) Procure or obtain;
 - 2) Extend or renew a contract to procure or obtain; or
 - 3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

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

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

- b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- c) See Public Law 115-232, section 889 for additional information.
- d) See also § 200.471.

Trafficking in Persons

The contractor agrees that it and its employees that participate in the Recipient's Award, may not:

- (a) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;
- (b) Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or
- (c) Use forced labor in the performance of the Recipient's Award or sub agreements thereunder.

Federal Tax Liability and Recent Felony Convictions

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

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

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

By signing below _____ (Vendor) acknowledges the applicability of the relevant Federally-required contract clauses.

Name

Title

Date